RISK DISCLAIMER: EMPLOYEE(S) AND PROSPECTIVE EMPLOYEE(S) ARE ADVISED IN THEIR OWN INTEREST TO CAREFULLY READ THE CONTENTS OF THIS OFFERING DOCUMENT IN PARTICULAR THE RISK FACTORS MENTIONED IN CLAUSE 7.10, 7.11 AND WARNINGS IN CLAUSE 11 BEFORE MAKING ANY INVESTMENT DECISION.

OFFERING DOCUMENT OF

HBL Punjab Islamic Pension Fund (HBL PIPF)

(Wakalatul Istithmar based Fund)
Duly vetted by Shariah Advisor namely
AL-HILAL SHARIAH ADVISORS
Mufti Irshad Ahmad Aijaz
Advisors

Open End Shariah Compliant (Wakalatul Istithmar based Fund), being a Specialized Trust as defined under Section 2 (u-i) of the Sindh Trusts Act, 2020, as amended vide Sindh Trusts (Amendment) Act, 2021

Between

HBL Asset Management Limited

The Pension Fund Manager

And

CENTRAL DEPOSITORY COMPANY OFPAKISTAN LIMITED

The Trustee

Dated: 12 March-2026

Key Fact Statement

HBL Punjab Islamic Pension Fund
Managed by HBL Asset Management Limited

DISCLAIMER
This document is not a replacement of Offering Document (OD). Before you invest, you are encouraged review the detailed features of each sub-fund in the Fund's OD and/or Monthly Fund Manager Report.

1. Investment Overview	
i. Investment Objective	The Investment objective of **HBL Punjab Islamic Pension Fund** is to provide a secure source of savings and regular income after retirement to the Employee(s). The **HBL Punjab Islamic Pension Fund** will consist of four (4) Sub-Funds as below and their investment objectives are as follows: a. **HBL Punjab Islamic Pension Fund** - Equity Active Sub Fund (the Equity Sub Fund): To earn returns from investments in Pakistani Capital Markets. b. **HBL Punjab Islamic Pension Fund** - Debt Sub Fund (the Debt Sub Fund): To earn returns from investments in debt markets of Pakistan, thus incurring a relatively lower risk than equity investments. c. **HBL Punjab Islamic Pension Fund** - Money Market Sub Fund (the Money Market Sub Fund): To earn returns from investments in Money Markets of Pakistan, thus incurring a relatively lower risk than debt investments. d. **HBL Punjab Islamic Pension Fund >** - Equity Index Sub Fund (the Equity Index Sub Fund): To provide investors an opportunity to track closely the performance of the KMI-30 by investing in companies of the Index in proportion to their weightages.
ii. Investment Policy	
a. Allocation policy	**a. Equity Active Sub-fund**: Assets of an equity Active sub-fund shall be invested in shariah compliant equity securities which are listed on a Stock Exchange or for the listing of which an application has been approved by a Stock Exchange and Equity Active sub-fund shall be eligible to invest in units of shariah compliant Real Estate Investment Trusts / Exchange Traded Fund provided that entity/sector/group exposures limits as prescribed are complied with.

		b. Debt Sub-fund: The Debt Sub-fund shall consist of shariah compliant government securities, cash in bank account, money market placements, deposits, certificate of deposits (COD), certificate of musharakas (COM), TDRs, Islamic commercial paper, Sukuk or any other Islamic mode of placement, reverse repo, deposits/placements with shariah compliant Microfinance Banks and any other approved debt/ money market security issued from time to time **c. Money Market Sub-fund:** The Money Market Sub-fund shall consist of shariah compliant government securities, cash and near cash instruments which include cash in bank accounts (excluding TDRs), , money market placements, deposits, certificate of deposits (COD), certificate of musharakas (COM) or any other Islamic mode of placement, TDRs, Islamic commercial papers, reverse repo **d. Equity Index Sub-fund:** The Investment Objective of the Equity Index Sub-Fund is to provide investors an opportunity to track closely the performance of the KMI -30 by investing in companies of the Index in proportion to their weightages.
	b. Performance Benchmark	<table><tr><td>Money Market Sub Fund</td><td>90% three (3) months PKIRV rates+ 10% three (3) months average of the highest rates on savings account of three (3) AA rated scheduled Islamic Banks or Islamic windows of Conventional Banks as selected by MUFAP.</td></tr><tr><td>Debt Sub Fund</td><td>75% Twelve (12) months PKIRV + 25% six (6) months average of the highest rates on saving account of three (3) AA rated schedule Islamic banks or Islamic windows of conventional banks as selected by MUFAP.</td></tr><tr><td>Equity Active Sub Fund</td><td>KMI –30 Index (Total return index)</td></tr><tr><td>Equity Index Sub Fund</td><td>Return of the shariah compliant index being tracked by the PFM (Total return based).</td></tr></table>
iii.	**Shariah Compliance**	Yes
iv.	**Launch date**	To be decided
v.	**Minimum contribution amount**	No limit

vi. **Management fee :**

Pension Fund Manager shall be entitled to an accrued management fee within the limits of Total Expense Ratio as described below:

Total Asset Under Management (AUM) with a single Pension Fund Manager Relating to GoPb empolyees	**Maximum Total Expense Ratio excluding Takaful charges and government taxes and levies (as % of average daily net assets)**				**Takaful charges (as % of average daily net assets)**
	Money Market Sub-Fund	**Debt Sub-Fund**	**Equity Index Sub-Fund**	**Equity Active Sub-Fund**	
Upto PKR 10 billion	0.75%	0.75%	1.00%	1.75%	To be charged on actual basis to the Participants accounts as per the limits and pricing mutually decided by the Punjab Govt. and PFM
Greater than PKR 10 billion upto PKR 20 billion	0.70%	0.70%	0.95%	1.70%	
Greater than PKR 20 billion upto PKR 30 billion	0.60%	0.60%	0.85%	1.60%	
Greater than PKR 30 billion	0.50%	0.50%	0.75%	1.50%	

vii.	**Subscription/ Withdrawal Days and Timing**	Cut off Timings: Mon-Thu: 09:00AM-02:00PM, Fri: 09:00AM-03:00PM *In case there is Bank Holiday, then it will be a non-dealing business day for of **HBL Punjab Islamic Pension Fund** and all sub-Funds

2. Risk Profile and Product Suitability

i.	**Whom is this product suitable for?**	The product is suitable for Punjab Govt.'s Civil Servants who want to avail tax benefits as well as individualized allocation for their retirement savings and earn income after retirement from the Scheme. Tax credit U/s 63 of Income Tax Ordinance, 2001 is available against contributions made in a tax year for salary income. Accumulation/gains are currently tax free and participant can

		withdraw up to 25% of accumulated amount at the time of retirement from Scheme, making it a tax efficient retirement/pension scheme.
a.	**Return objectives**	Accumulation of pre-retirement savings through various asset allocation plans invested if one or many Sub-Funds of different asset classes, ideally for medium to long-term investment horizon and earn market based or annuity based post-retirement income.
ii.	**Risk profile of the fund as per their Allocation**	

Allocation Plan	**Risk Profile (Product & Investor)**	**Risk of Principal Erosion**
Customized Plan with 100% in Money Market Sub Fund	Very Low	Principal at Very Low Risk
Lifecycle Plan (for age 60 years & above)	Low	Principal at Low Risk
Lifecycle Plan (for age between 50-59 years). Customized Plan with 0% -20% Equity Active Sub Fund aggregate exposure	Moderate	Principal at Moderate Risk
Medium Volatility Plan. Lifecycle Plan (for age between 51-60 years). Customized Plan with 26% - 50% Equity & Commodity Sub Fund aggregate exposure	Medium	Principal at Medium Risk
High Volatility & Life Cycle Plans (up to the age of 50 years). Customized Plan with more than 50% Equity & Commodity Sub Fund aggregate exposure	High	Principal at High Risk

iii.	**Fund's investment risks.**	**Disclaimer:** All investments in the Pension Funds are subject to market risks. The value of such investments may depreciate as well as appreciate, subject to market fluctuations and risks inherent in all such investments. Investors should read this Offering Document carefully to understand the investment policies, risks and tax implication and should consult legal, financial or tax advisors before making any investment decision. " Use of the name and logo of (bank/sponsor) as given above does not mean that it is responsible for the liabilities/obligations of (Pension Fund Manager) or any investment scheme managed by it."

		For Detail referrer clause 7.10 & 7.11 of the Offering Document of **HBL Punjab Islamic Pension Fund**

3. Withdrawals, drawdowns and benefits

i.	**Minimum retirement age**	Retirement age of an Employee shall be such date as given below. (i) the date after Participant / Employee has completed twenty years of service qualifying for pension or other retirement benefits as the competent authority may, in public interest, direct; or (ii) where no direction is given under clause (i) on the completion of the sixtieth year of his age. (iii) or any date as defined in Punjab Civil Servant Act 1974
ii.	**Options available to participants upon retirement?**	a. to withdraw up to 25% percent of amount from his Individual Pension account; and b. to use the remaining amount to purchase an annuity from Takaful Company or Pension Fund Manager, of his choice; or c. to enter into an agreement with the Pension Fund Manager to withdraw from the remaining amount in monthly installments following the date of retirement according to an income payment plan approved by the Commission with a minimum tenure of at least 20 years or till his death, whichever is earlier.
iii.	**Early withdrawal conditions and implications**	Participants cannot withdraw any amount from his pension account before attaining the retirement age. Participants upon leaving service before attaining the retirement age may, by informing the Punjab Pension Fund in writing, to opt to no longer be subject to Punjab Defined Contribution Pension Scheme Rules, 2025 and transfer his pension account from the employer pension fund to another employer pension fund or withdraw accumulated balance in his pension account subject to VPS Rules, 2005 and other applicable laws.
iv.	**Any other Key information which would help investors to determine if the product is suitable for them:**	

4. Brief information on the product charges

1. Front-end Load	

Distribution Channel	Percentage
Direct Investment Through AMC	Nil
Digital/Online Platform or App of AMC / Third party (also applicable if contributions through employer)	Nil

Total Expense Ratio (TER)

Participants are advised to consult the Fund Manager Report (FMR) of the respective Pension Fund for the latest information pertaining to the updated TER.

Applicable Taxes

Disclaimer - Tax Credit U/s 63 of Income Tax Ordinance, 2001 on sources of income from "salary" and "business income" on investment up to 20% of taxable income can be availed on contributions made in any tax year. Currently there is no Capital Gains tax and WHT on dividends, also there is no requirement for distribution dividends from Pension sub-funds). Income from Annuity & Income Payment Plans is subject to income tax as per Income Tax Ordinance, 2001.

5. Key Stakeholders

a. HBL Asset Management Limited

7th Floor, Emerald Tower, G-19, Block 5, Main Clifton Road, Clifton, Karachi, Pakistan
Contact : (92-21)080042526

b. Trustee : Central Depository Company of Pakistan Limited
CDC House, 99-B, Block B, S.M.C.H.S., Main Shahra-e-Faisal, Karachi
Contact: (92-21) 111-111-500

c. Government of Punjab
Punjab Civil Secretariat, Lower Mall, Lahore
Contact: 042-99211082

d. **Punjab Pension Fund**
112-Tipu Block, New Garden Town, Lahore
Contact: 042-35882966

e. **Shariah Advisor**
Al-Hilal Shariah advisors
Address: Suite # 406-407,4th Floor, Horizon Towers, Com 2/6, Khayaban-e-Saadi,Block-03, Clifton, Karachi.
Contact: 92-21-35305931-37

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OFFERING DOCUMENT OF

HBL Punjab Islamic Pension Fund (HBL PIPF)

A Voluntary Pension Scheme

MANAGED BY

HBL Asset Management Limited

The Pension Fund Manager is a Non-Banking Finance Company licensed by the Commission under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 and Non-Banking Finance Companies and Notified Entities Regulations 2008 ("Regulations") **through license SECP/LRD/LD/15/AMCW/HBLAML/2022 dated 22 Feb 2023 to carry out Asset Management Services and is registered with the Commission under the Voluntary Pension System Rules, 2005 through Certificate of Registration No. SECP/PW/Reg-06/HBL dated 06 May as a Pension Fund Manager** and is a designated fund manager appointed by the Government of Punjab(the "Punjab Government") through the Secretary to Government, Finance Department under an Agreement dated 7th July 2025 pursuant to Punjab Defined Contribution Pension Scheme Rules, 2025 (the "Punjab Rules" as amended from time to time)**;**

Date of Publication of Offering Document Dated 12-Mar-2026

The Shariah Advisor of the Fund has reviewed this Offering Document and provided their consent that this Offering Document adheres to the principles of Shariah

1. INTRODUCTION TO HBL Punjab Islamic Pension Fund (HBL PIPF)

HBL Punjab Islamic Pension Fund is established in Pakistan as a Voluntary Pension Fund through and on the basis of a Trust Deed, dated 25-11-2025, entered into and between **HBL Asset Management Limited** in its capacity as the Pension Fund Manager and Central Depository Company of Pakistan Limited in its capacity as the Trustee and is authorized under the Voluntary Pension System (VPS) Rules, 2005.

The Pension Fund shall initially consist of four (4) Sub-Funds to be called:

I. **HBL Punjab Islamic Pension Fund - Equity Active Sub Fund** (the **Equity Sub Fund**);
II. **HBL Punjab Islamic Pension Fund -Equity Index Sub Fund** (the **Equity Index Sub Fund**)
III. **HBL Punjab Islamic Pension Fund - Debt Sub Fund** (the **Debt Sub Fund**); and
IV. **HBL Punjab Islamic Pension Fund - Money Market Sub Fund** (the **Money Market Sub Fund**).

After successfully managing the above-mentioned Sub-Funds, the Pension Fund Manager may, with prior written consent of the Employer after amendments in Punjab Rules, and subject to the approval of the Commission, launch other Sub-Funds through a Supplementary Offering Document for investments in other asset classes (for avoidance of doubt, additional Sub-Funds may include combinations of new and existing classes of assets). Thereafter, any reference to the Sub-Funds in the Trust Deed or the Offering Document shall be construed to include any such new Sub-Fund(s).

1.1. Structure of Pension Fund

The Pension Fund shall be in the form of a trust being made up of Equity Active Sub Fund, a Debt Sub-Fund, a Money Market Sub-Fund, Equity Index Sub Fund and such other Sub-Funds as may be

allowed by the Commission. The Pension Fund shall have different Allocation Schemes as decided by the Employer and duly allowed by the Commission from time to time. Details of Allocation Schemes currently being offered by the Pension Fund Manager are given in this Offering Document. When the Additional Allocation Schemes or Sub-Funds shall launched, the Pension Fund Manager shall announce the same by Supplementary Offering Document. The Pension Fund established is perpetual in life.

1.2 **Salient Features of Pension Fund**

Fund Name	**HBL Punjab Islamic Pension Fund (HBL PIPF)**
Fund Structure	Unit Trust Scheme consisting of Sub-Funds under the VPS Rules 2005
Sub-Funds	**HBL Punjab Islamic Pension Fund** will consist of four Sub Funds, to be called **HBL Punjab Islamic Pension Fund Equity Active Sub Fund** (the **Equity Sub Fund**); **HBL Punjab Islamic Pension Fund Debt Sub Fund** (the **Debt Sub Fund**); **HBL Punjab Islamic Pension Fund -Money Market Sub Fund** (the **Money Market Sub Fund**); and **HBL Punjab Islamic Pension Fund - Equity Index Sub Fund** (the **Equity Index Sub Fund**)
Fund Objective	To provide a secure source of retirement savings and regular income after retirement to the Employee(s)
Eligibility	(1) a person appointed on or after the commencement of Punjab Civil Servants (Amendment) Ordinance, 2023 (I of 2024) but not including any person who was appointed as Government servant holding pensionable post before the commencement of the said Ordinance, and was subsequently inducted into any Provincial service through proper channel after coming into force of the Punjab Civil Servants (Amendment) Ordinance 2023 (I of 2024); or (2) a person regularized as a civil servant through any legal instrument issued on or after the commencement of the Punjab Civil Servants (Amendment) Ordinance 2023 (I of 2024) and shall be considered an employee for the purpose of the rules from the date of issuance of such legal instrument, regardless of the effective date of regularization. Provided that an employee shall, subject to sub-rule (3) of Rule 5 of the rules, be deemed to be an employee solely for the purposes of the Defined Contribution Pension Scheme until reaching the retirement age and no further contributions shall be made to his pension account by either the employer or the employee in the event of his leaving service before attaining retirement age for any reason whatsoever
Minimum Contribution	No limit
Contribution Frequency	Eligible persons or the Employer on their behalf are allowed to contribute in lump sum or in instalments.
Contribution Mechanism	Employee(s) or the Employer on their behalf, as the case may be, can deposit the overall contributions to the Fund in the account of "CDC- Trustee **HBL Punjab Islamic Pension Fund** " in the following manner: ▪ Direct bank transfer. ▪ Standing instructions from the Employer / Participants to

	their bank for regular transfer of contribution. ▪ In the form of "Account Payee Only" cheques, Payment Orders or demand drafts; ▪ Any other electronic form of transfer.
	The Overall Contribution amount is credited to the Employee(s) Individual Pension Account and is invested in the underlying Sub fund(s) as given in this Offering document
Allocation of Contributions & Allocation Schemes	1. The contribution received from or in respect of any Employee(s) by the Pension Fund Manager on any working day shall be immediately credited to his/ her Individual Pension Account and the amount in the Individual Pension Account shall be used to purchase the Units of the Sub-Fund(s) of **HBL Punjab Islamic Pension Fund** at the Net Asset Value notified by the Pension Fund Manager at the close of that working day. 2. The allocation of the contributions between the various Sub-Funds from the date of opening of Individual Pension Account shall be in accordance with the Allocation Policy applicable to the Employee(s) as mentioned in this Offering Document. Initially all contribution shall be invested in Money Market Sub Fund only. 3. The amount of the contribution used for the purchase of the Units of any Sub-Fund shall depend on such percentage as determined in the Specified Allocation Scheme given in this offering Document. In the event of no allocation percentages being selected by any Employee(s) the Pension Fund Manager shall allocate the contributions to the Default Asset Allocation Scheme as mentioned in this Offering Document. 4. The Pension Fund Manager shall make reallocation of the Units between the Sub-Funds at least once a year to ensure that the allocations of Sub-Fund Units of all the Employee(s) are according to the percentages selected by the Employee(s) or where no selection has been made according to the Default Asset Allocation Scheme. 5. The Pension Fund Manager shall also offer different Allocation Schemes to Participants to choose from, allowing them to adopt an investment strategy, according to their risk/return requirements. However, for initial three years from opening of Individual Pension Account the contribution of Participants shall be invested in Money Market Sub-Fund only and thereafter in accordance with the life cycle-based Allocation Scheme or Default Allocation Scheme or any other Scheme as approved by the Employer and Commission, , as mentioned in this Offering Document.

Investment Strategy	The Pension Fund Manager shall design investment strategy to optimize returns on Shariah compliant investments within the parameters of Investment Policy specified by the Commission subject to such relaxations as may be granted in relation to specific sub fund(s).
Total Expense Ratio	The Total Expense Ratio of the Sub-Funds shall be caped as follows:

Total Asset Under Management (AUM) with a single Pension Fund Manager Relating to GoPb empolyees	Maximum Total Expense Ratio excluding Takaful charges and government taxes and levies (as % of average daily net assets)				Takaful charges (as % of average daily net assets)
	Money Market Sub-Fund	Debt Sub-Fund	Equity Index Sub-Fund	Equity Active Sub-Fund	
Upto PKR 10 billion	0.75%	0.75 %	1.00 %	1.75%	To be charged on actual basis to the Participants accounts as per the limits and pricing mutually decided by the Punjab Govt. and PFM.
Greater than PKR 10 billion upto PKR 20 billion	0.70%	0.70 %	0.95 %	1.70%	
Greater than PKR 20 billion upto PKR 30 billion	0.60%	0.60 %	0.85 %	1.60%	
Greater than PKR 30 billion	0.50%	0.50 %	0.75 %	1.50%	

Provided further that the reduction in maximum limit for Total Expense Ratio excluding Takaful charges and government taxes and levies, contingent upon increase in AUM, shall be applicable to the aggregate AUM of a PFM relating to employees of the GoPb under the terms of this Agreement.

A Pension Fund Manager shall prominently disclose on a daily basis, the following information regarding all its pension funds on its website and on the website of Mutual Funds Association of Pakistan (MUFAP) along with communication to the Employer,-

1. Management fee
2. Regulatory Fee Trustee
3. Fee and Custody Charges
4. Levies and Taxes
5. Transaction Expenses (Broker, Bank, PSX, CDC, NCCPL etc.)
6. Third Party Expenses (Auditor, Legal, Shariah Advisor)
7. Other Expenses
8. Total TER with levies
9. Total TER without levies

In case the PFM manages Pension Fund(s) for employees of any

	Local, Provincial or Federal Government in Pakistan other than the GoPb, (hereinafter referred to in this clause as "Other Government Pension Funds"), the Total Expense Ratio excluding Takaful charges charged to the Pension Fund(s) pertaining to GoPb's employees (hereinafter referred to in this clause as "GoPb Pension Funds") shall, during the currency of this Agreement, be subject to the following conditions: (a) In case the other government is offering similar scheme to its employees than that offered by the GoPb, the Total Expense Ratio, excluding Takaful charges as well as Government taxes and levies charged by the PFM to GoPb Pension Funds shall not be higher than the same Ratio charged by the PFM to the Other Government Pension Funds. (b) In case the PFM charges a lower Total Expense Ratio to any of the Other Government Pension Fund, it shall, from the effective date of such an occurrence. charge the same Total Expense Ratio to the GoPb Pension Fund.
Front End Load	The Pension Fund Manager shall not deduct any sales load or other transaction charges, by whatever name called, in respect of the contributions into, or withdrawals from the Pension Fund(s).
Taxation	Tax Credit will be available to Employee(s) on contributions during any Tax Year subject to the limits prescribed under Income Tax Ordinance 2001.
Benefits / Withdrawal on Retirement	At the date of retirement of the Employee(s) all the units of the sub funds in the Employee(s) Individual Pension Account shall be redeemed at the net asset value notified at close of the day of retirement and the amount due shall be credited to Employee(s) Individual Pension Account in the lower volatility scheme where no option is selected by the Employee(s) offered by the Pension Fund Manager. The Employee(s) shall then have the following options, namely: (a) withdraw up to 25% of the accumulated balance or such amount from his Individual Pension Account as specified in the Punjab Defined Contribution Pension Scheme Rules, 2025; and (b) to use the remaining amount to purchase an annuity from Takaful Company or Pension Fund Manager, of his choice; or (c) to enter into an agreement with the Pension Fund Manager to withdraw from the remaining amount in monthly installments following the date of retirement according to an income payment plan approved by the Commission with a minimum tenure of at least 20 years

	or till his death, whichever is earlier..
Withdrawal before Retirement	Not withdraw any amount from his pension account before attaining retirement age. Participants upon leaving service before attaining the retirement age may, by informing the Punjab Pension Fund in writing, to opt to no longer be subject to Punjab Defined Contribution Pension Scheme Rules, 2025 and transfer his pension account from the employer pension fund to another employer pension fund or withdraw accumulated balance in his pension account subject to VPS Rules, 2005 and other applicable laws.

2. REGULATORY APPROVALS AND CONSENT

2.1. Registration of the Pension Fund Manager

HBL Asset Management Limited the Pension Fund Manager of **HBL Punjab Islamic Pension Fund (HBL PIPF)**, having its registered office at 7th Floor, Emerald Tower, G-19, Block 5, Main Clifton Road, Clifton, Karachi, Pakistan**,** *Karachi***,** is a Non-Banking Finance Company and has been licensed by the Securities and Exchange Commission of Pakistan under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 and Non-Banking Finance Companies and Notified Entities Regulations 2008 ("Regulations") to, inter-alia, carryout Asset Management Services under License **SECP/LRD/LD/15/AMCW/HBLAML/2022 dated 22-Feb-2023** (appended hereto as **Annexure "A"**) and is registered with the Commission under the Voluntary Pension System Rules, 2005 through Certificate of Registration **SECP/PW/Reg-06/HBL dated 06-May-2011** and is a designated fund manager appointed by the Government of Punjab through the Secretary to Government, Finance Department under an Agreement dated 07-Jul-2025 appended hereto as **Annexure "A" , "A-1" and "A-2" respectively**.

2.2. Authorization of the Pension Fund

The Pension Fund Manager has been authorized by the Commission through its letter No. xx-xx-xx dated CS/SECP/PD/HBLPIPF/2025/187/579-581 appended hereto as **Annexure "B-1"**, to constitute the Pension Fund under the name and title of 07-Jul-2025 (hereinafter referred to as the **HBL PIPF**, "Pension Fund" or "Trust") and authorized the formation of a scheme, under the name, **"HBL Punjab Islamic Pension Fund"**, under rule (9) of the Voluntary Pension System Rules, 2005.

2.3. Appointment of the Trustee and Remuneration

The Central Depository Company of Pakistan Limited, having its registered office at **CDC House, 99- "B", Block "B", S.M.C.H.S., Main Shahrah-e-Faisal, Karachi, Pakistan,** on selection from the Pension Fund Manager, has consented to act as the Trustee of "**HBL Punjab Islamic Pension Fund** through its letter No. appended here to as **Annexure "C**.

2.4. Registration of the Trust Deed

The Pension Fund Manager has been authorized by the Commission to execute and to register the Trust Deed. Approval of Trust Deed is appended hereto as **Annexure "B-3".**

Assistant Director of Industries and Commerce Directorate of the Department has issued a Certificate of Registration No. CS/SECP/PD/HBLPIPF/2025/187/316-318 dated 18-September-2025 upon registration of the Trust under Sindh Trust Act 2020.

2.5. Approval of the Offering Document

The Commission has, through its letter No. No. CS/SECP/PD/HBLPIPF/2025/187/592-593 dated 8-Dec-2025 appended hereto as Annexure "B-2" approved this Offering Document pursuant to sub-Rule (5) of Rule (9) of the Rules and as per the guidelines for Authorization of Pension Fund under sub-Rule (1) of Rule (9) of the Rules.

This Offering Document sets out the arrangements covering the basic structure of **HBL Punjab Islamic Pension Fund** The provisions of the Voluntary Pension System Rules, 2005, Non Banking Finance Companies and Notified Entities Regulations, 2008, Punjab Defined Contribution Pension Scheme Rules, 2025, Trust Deed, the Agreement between the Punjab Government and the Pension Fund Manager, Shariah Governance Regulations 2023 and guidelines issued by SECP from time to time, hereafter govern this Offering Document It sets forth information about the Fund that an Employee(s) should know before contributing to the Pension Fund. Employee(s) should read this Offering Document carefully prior to contributing to / participating in the Pension Fund, and retain the copy of this Offering Document for future reference.

However, it must be distinctly understood that such an approval or authorization by the Commission neither implies official recommendation by the Commission to participate in /contribute to the Pension Fund nor does the Commission take any responsibility for the financial soundness of the Pension Fund and its Sub Funds or for the correctness of any statements made or opinions expressed in this Offering Document.

If the Employee has any doubt about the contents of this Offering Document, he/she should seek independent professional advice, from his/her Shariah Advisor, legal, financial or tax advisor.

This Offering Document contains necessary information for the Participants to make an informed decision to participate in the Pension Fund described herein. The Employee(s) are advised, in their own interest, to carefully read the contents of the Offering Document, in particular, the risks mentioned in Clause 7.10 and 7.11 and Warnings in Clause 11, before making any participation/contribution decision. Employee(s) may note that this Offering Document remains effective until a material change occurs and they should retain this Offering Document for future reference. Material changes shall be filed for approval with the Commission with prior consent of the Trustee and the Employer (where required) and subsequently be circulated to all the Participants or may be notified by advertisements in the newspapers, or on the Pension Fund Manager's website, subject to the applicable provisions of the Trust Deed and the Rules.

Employee(s) must recognize that all investments involve varying levels of risk. The portfolios of the Sub Funds of the Pension Fund consist of market-based investments and are subject to market fluctuations and risks inherent in all such investments. It should be noted that the value of Units of the Sub Funds can fall as well as rise, in response to market conditions. All Investments of the Fund and of the Sub Funds shall be in adherence to the Shariah.

This Offering Document shall be subject to and be governed by the Laws of Pakistan including the Ordinance, the Rules and all other applicable laws, rules and regulations and it shall be deemed for all purposes whatsoever that all the provisions required to be contained by the Rules and Regulations are incorporated in this Offering Document and in the event of any conflict between the Offering Document of the Fund and the Rules/Regulation, the latter shall supersede and prevail over the provisions contained in this Offering Document, unless specific exemption has been granted by the Commission. However, matters related to Investment of seed capital, retirement age, early withdrawal

before attaining retirement age, options available on attaining retirement age including withdrawal, asset allocation policy and maximum exposure limits for high risk sub funds shall always be strictly in accordance with the Punjab Defined Contribution Pension Scheme Rules, 2025 and the Agreement between Employer and Pension Fund Manager.

3. CONSTITUTION OF THE PENSION FUND

3.1. Constitution of HBL Punjab Islamic Pension Fund (HBL PIPF)

The Pension Fund has been established as a trust under the Sindh Trust Act, 2020 through a trust deed dated executed between **HBL Asset Management Limited** (the Pension Fund Manager)

AND

Central Depository Company of Pakistan Limited incorporated in Pakistan under the Companies Ordinance, 1984, Companies Act, 2017 and registered by SECP to act as a Trustee of the Collective Investment Scheme & Voluntary Pension Scheme, having its registered office at CDC House, 99-B, Block "B", S.M.C.H.S Main Shahrah-e-Faisal Karachi, Pakistan, as the Trustee, as party of the other part

3.2. Trust Deed (the "Deed")

The Trust Deed shall be subject to, and governed by the Voluntary Pension System Rules, 2005 (Rules) and all other applicable laws and regulations and shall be deemed, for all purposes, whatsoever, to incorporate the provisions required to be contained in a trust deed by the Rules as a part and parcel hereof and, in the event of any conflict between the Trust Deed and the Rules, the latter will supersede and prevail over the provisions contained in the Trust Deed unless specific exemption has granted by the Commission. However, matters related to Investment of seed capital, retirement age, early withdrawal before attaining retirement age, options available on attaining retirement age including withdrawal, asset allocation policy and maximum exposure limits for high risk sub funds shall always be strictly in accordance with the Punjab Defined Contribution Pension Scheme Rules, 2025 and the Agreement between Employer and Pension Fund Manager

The terms and conditions in the Trust Deed, and any Supplementary Trust Deed shall be binding on each Employee(s) as if he has been a party to it.

3.3. Modification of the Constitutive Documents

This Offering Document will be updated to take account of any relevant material changes, circular, and directives from the Securities and Exchange Commission of Pakistan (SECP).

In case amendments are proposed in the Constitutive Documents due to change in regulatory requirements, the same shall be incorporated with the consent of Trustee and notified within seven days to the Employee(s) subject to the provisions of the Rules and the Regulations and duly posted on official website of the Pension Fund Manager.

In case modification is required in the fundamental attributes of Pension Fund and / or amendments with respect to offering of units to Participants shall be subject to 30 days prior notice to Employee(s), consent of the Trustee and the Employer (where required) and prior approval of Commission.

3.4. Seed Capital provided or arranged by the Pension Fund Manager

The seed capital of the Pension Fund shall be invested by the Pension Fund Manager. Seed Capital

Units have been issued to the Seed Investor as under:

Name of Sub-Fund	No. of Units	Initial Par Value of each Unit (Rupees)	Amount (Rupees)
HBL Punjab Islamic Pension Fund–Money Market Sub Fund	5,000	100	500,000
HBL Punjab Islamic Pension Fund Debt Sub Fund	5,000	100	500,000
HBL Punjab Islamic Pension Fund - Equity Active Sub Fund	5000	100	500,000
HBL Punjab Islamic Pension Fund Equity Index Sub Fund	5,000	100	500,000

The Seed Capital Units subscribed by PFM have been issued at a par value of Pakistan Rupees One Hundred per Unit (Rs. 100/-Unit) and shall not be redeemable/ transferable or tradable for a minimum period of three (3) years from the date of issue or as maybe determined by the Commission. Such restriction and its termination date shall be entered into the Register and shall be noted on any Accounts Statement or certificate issued in respect of such units.

3.5. Type / Feature of Units of the Sub-Funds

The Pension Fund shall consist of four Sub-Funds to be called:

I. **HBL Punjab Islamic Pension Fund - Equity Active Sub Fund** (the **Equity Sub Fund**);
II. **HBL Punjab Islamic Pension Fund - Debt Sub Fund** (the **Debt Sub Fund**); and
III. **HBL Punjab Islamic Pension Fund - Money Market Sub Fund** (the **Money Market Sub Fund**)
IV. **HBL Punjab Islamic Pension Fund - Equity Index Sub Fund** (the **Equity Index Sub Fund**)

(a) All Units and fractions thereof represent an undivided share in the respective Sub-Fund and rank pari passu as to their rights in the Net Assets and earnings of that Sub-Fund. Each Employee(s) has a beneficial interest in the Pension Fund proportionate to the Units held by such Employee(s) in the respective Sub-Fund in Employee(s) Individual Pension Account. The liability of the Employee(s) shall be limited to the amount paid against the number of Units held by each Employee(s) in Employee(s) Individual Pension Account.

(b) All Units shall be issued in a non-certificated form, except the Seed Capital Units that may be issued in a certificated form, if required by the Seed Investor.

(c) The Units in the Sub-Funds issued to the Employee(s) would be non-transferable to another Employee(s)/person. They shall only be redeemable in case of retirement (including retirement in the instance of disability), death of the Employee(s), and change of pension fund manager, change of Allocation Schemes and/or rebalancing of the portfolio/ Allocation Schemes.

(d) The initial Par value of the Units of each of the Sub-Funds is Pakistan Rupees One Hundred (Rs. 100), which is applicable to the first offering. The amount received from the Seed Investors has been allocated to each Sub-Fund. From the Launch Date, the Pension Fund Manager shall open participation in the Pension Fund to the Employee(s) on a continuous basis, through offer of Units of Sub-Funds (as per the allocation policy prescribed by the Employer and approved by the Commission) issued at NAV calculated in the manner prescribed under the Rules /Regulations or as may be specified by the Commission from time to time.

(e) Units of the relevant Sub Fund shall be issued to each Employee(s) as per the selected 'Allocation Scheme' or Default Allocation Scheme in case no Allocation policy is selected by the Participant, identified in clause 5.12, for the contributions among the Sub-Funds.

4. OPERATORS AND PRINCIPALS

4.1. The Employer

Government of Punjab is an Employer in terms of the Agreement signed on 7th of July 2025.

4.2. The Pension Fund Manager

HBL Asset Management Limited> is the Pension Fund Manager of **HBL Punjab Islamic Pension Fund (HBL PIPF)**, having its registered office as mentioned below:

Address*:* 7th Floor, Emerald Tower, G-19, Block 5, Main Clifton Road, Clifton, Karachi, Pakistan

Any change in the registered office address of the Pension Fund Manager shall be notified by the Pension Fund Manager to the Commission and the Trustee from time to time.

4.2.2 Organization

HBL Asset Management Limited was incorporated on 17 February, 2006 as a public limited company under the Companies Ordinance 1984. It was licensed for Investment Advisory and Asset Management Services by the Securities and Exchange Commission of Pakistan on 3rd April, 2006. The assets under management (AUM) of HBL Asset Management were Rs. 355 Billion as of June 30th, 2022, making it one of the largest AMCs with respect to AUM. The company is managing 22 different types of mutual funds and plans along with 4 pension funds; conventional and Islamic.

4.2.3 Rating of the Pension Fund Manager

HBL Asset Management Limited has been awarded a Management Quality Rating of "AM1" from VIS Credit Company Limited. Principal Shareholders

HBL Asset Management Limited is a wholly owned subsidiary of HBL. HBL was the first commercial bank to be established in Pakistan in 1947. Over the years, HBL has grown its branch network and become the largest private sector bank with over 1,728 branches and 2,300 ATMs across the country and a customer base exceeding 37 million relationships. With a presence in 13 countries, HBL is also the largest domestic multinational.

Key areas of operations encompass product offerings and services in Retail and Consumer Banking. HBL has the largest Corporate Banking portfolio in the country with an active Investment Banking arm. SME and Agriculture lending programs and banking services are offered in urban and rural centers.

4.2.4 Board of Directors of the Pension Fund Manager

The board of directors of HBL Asset Management Limited are as follows:

Name, Occupation & Address*	Position	Other Directorship
Mr. Shahid Ghaffar Investment ManagementKarachi.	Chairman/Director	1. Habib Insurance Company Ltd. 2. Archroma Pakistan Ltd. 3. Jubilee Life Insurance Company Ltd. 4. Audit Oversight Board Pakistan – Member 5. AWWAL Modaraba 6. Karandaaz Pakistan
Mr. Mir Adil Rashid	Chief Executive / Director	1. Mutual Funds Association of Pakistan 2. HOM E TECH Solutions Private Limited 3. HOM Electric – Partner
Mr. Abrar Ahmed Mir	Director	1. 1 Link Private Limited 2. HBL Microfinance Bank Limited (Formerly- FirstMicrofinance Bank Limited) 3. Jubilee General Insurance Company Limited
Mr. Rayomond Kotwal Banker Karachi	Director	1. HBL Microfinance Bank Limited (Formerly- FirstMicrofinance Bank Limited) 2. Habib Allied Holding Limited, UK 3. HBL Employee Funds- Trustee 4. HBL Bank UK 5. HBL Foundation- Trustee
Ms. Ava Ardeshir Cowasjee BusinessKarachi	Director	1. Cowasjee & Sons- Partner 2. Orbiter- Partner 3. General Shipping Agencies (Pvt.) Ltd. 4. Cowasjee Foundation- Trustee 5. SOS Technical Training Institute, Karachi-BoardMember 6. Syndicate & Senate of NED University of Science andTechnology- Member 7. Shahtaj Sugar Mills Limited 8. Indus Valley School of Art and Architecture-MemberBoard of Governors 9. SOS Pakistan
Mr. Tariq Masaud	Director	1. Kyrgyz Investment and Credit Bank, Kyrgyz Republic
Mr. Khalid Malik	Director	1. UDL Pharmaceuticals Pakistan (Pvt)Limited 2. UDL Modaraba Management (Pvt)Limited 3. SASL Trading (Pvt) Limited
Mr. Habib Yousuf Habib	Director	1. Bill Pakistan (Pvt) Ltd. 2. Zephyr Power Limited 3. Metro Wind power Limited

Ms.Sheeza Ahmed	Director	1. Member of Karachi Bar Association 2. Member of Sindh High Court Bar Association 3. Member of Sindh Child Protection Authority 4. Member of Executive Council, SAARCLAW

*Directors can be contacted through Company Secretary.

4.2.5 Profile of the Board of Directors

Mr. Shahid Ghaffar, Chairman
Mr. Shahid Ghaffar has extensive experience of fund management in Pakistan. He has served as Managing Director of NIT, one of the biggest Asset Management Company in the Country. Previously He has been associated with Habib Bank Limited as Head of Investor Relations & Corporate Representation. He has also served as Chief Executive Officer of HBL Asset Management Limited for over six year 2005-2012. He has vast experience of working in capital markets including monitoring of projects, the debt/fixed income portfolio, the equity portfolio and trading desk. Mr. Ghaffar served as the first non-member Managing Director of Karachi Stock Exchange (KSE) for over 2 years during the period 1998-2000 and was instrumental in introducing effective risk management systems at KSE. He has also served as Executive Director / Commissioner (Aug.2000-Nov.2005) at the Securities and Exchange Commission of Pakistan and actively participated in the successful implementation of wide ranging reforms in the capital market. Mr. Ghaffar holds an MBA Degree from Gomal University, D.I.Khan, Khyber Pakhtunkhwa (formerly NWFP), Pakistan.

Mr. Mir Adil Rashid, Chief Executive Officer
Mr. Mir Adil Rashid possesses rich and diversified experience of approximately 20 years of portfolio management, brokerage along with managing retail & institutional client relationships and investment portfolios. He has previously served as Chief Executive Officer of erstwhile PICIC Asset Management Company Limited for 6 years which has since been merged with and into HBL Asset Management Limited in 2016.

Mr. Abrar Ahmed Mir, Director
Mr. Abrar Ahmed Mir is an engineer and MBA from Illinois Institute of Technology, Chicago, IL, USA. He has extensive experience in ecommerce, fintech and innovative financial products.
He is currently working as Chief Innovation & Financial Inclusion Officer at Habib Bank Limited. Prior to that Mr. Mir has been associated with UBL from 2003 to 2015 with his last assignment being SEVP – Group Executive, Banking Products Group. During his long association with UBL he has led Mobile Payments, Branchless & e-Banking including the launch of UBL-Omini.

Mr. Rayomond Kotwal, Director

Mr. Rayomond Kotwal is an experienced professional with over 31 years of experience and the last 25 years in financial services. He has worked as Chief Financial Officer with United Bank Limited, NIB Bank Limited, Citibank NA and Citi Cards Canada Inc., and with ICI Pakistan Limited and Standard Microsystems Corporation, NY in a variety of roles. Currently, Mr. Kotwal is the Chief Financial Officer of Habib Bank

Limited. Mr. Kotwal holds a Masters in Business Administration (Finance) from the Institute of Business Administration, Karachi, Pakistan, and a BS and MS in Electrical Engineering from the Massachusetts Institute of Technology, Cambridge Massachusetts (USA). At present Mr. Kotwal is also on the board of HBL MicroFinance Bank (Formerly- First MicroFinance Bank) as its Chairman and a member of the Board at Habib Allied Holdings Limited – UKand Pakistan Parkinson's Society.

Ms. Ava Ardeshir Cowasjee, Director

Ms. Ava Ardeshir Cowasjee is a prominent person in the shipping industry of Pakistan. She did her schooling at Convent of Jesus and Mary, Karachi, and higher education at Roedean School, England. Thereafter she pursued Management training at Hyde Park Hotel, London, Intercontinental Hotel, Karachi, and got her diploma in Hotel Management from the Ecole Hotelier, Switzerland. She worked as Manager, Manpower Development at Intercontinental Hotel, Karachi, for four years before joining the family business.

Mr. Tariq Masaud, Director

Mr. Tariq Masaud is Chief Risk Officer of Habib Bank Limited. A seasoned banker with over 25 years of work experience in Pakistan and abroad during association with Citibank in different capacities since 1996. He has held senior roles in Corporate Banking and Risk functions at Citibank during his career. He headed
Corporate and Investment Banking in Jordan and Kuwait, and managed Citibank's Risk function for West and Central Africa cluster from Nigeria, where he also served on the Board of Citibank Nigeria. He subsequently moved to Kenya to manage the Risk organization for most Sub-Saharan Africa branches of Citibank. He then moved within Citibank to USA in 2015 to cover the Energy portfolio and became the Global Head for Risk Policy covering the Institutional Clients Group in 2018.
Mr. Tariq holds a Master's degree in Economics Policy from the University of London and an MBA from LUMS. He is also a founder member of South Asian Association of Bankers in North America. He has been involved in the development of curricula for bankers in Africa and an Assessor for the Senior Credit Officers evaluation training at Citi.

Ms.Sheeza Ahmed, Director

Sheeza Ahmed is a seasoned legal professional with nearly 30 years of experience in banking, finance, Islamic finance, and corporate law. As a Partner at Mandviwalla & Zafar, she has advised leading financial institutions on complex domestic and cross-border transactions, structured finance, Sukuk issuances, mergers and acquisitions, and regulatory compliance. Her legal acumen extends to legislative drafting, including landmark frameworks for corporate governance and social development laws in Sindh. A Columbia Law School graduate, Sheeza is also deeply committed to social impact initiatives focused on education, marginalized communities, and policy advocacy. She is a member of various professional and public sector bodies, including the Sindh Child Protection Authority and the Executive Council of SAARCLAW.

Mr. Habib Yousuf, Director

Habib Yousuf is a seasoned financial services professional with over three decades of leadership experience across banking, investment, and development finance. He currently serves as Regional Director at British International Investments (BII), overseeing operations and investment strategy across South Asia (excluding India), with a portfolio of approximately USD 700 million. Prior to BII, he held key leadership roles at CDC Group and Habib Bank Limited, including Country Director, Head of Strategy, and Regional General Manager. He also served as CEO of Global Securities Pakistan and held senior roles at Citibank and NIB Bank. His expertise spans corporate finance, investment banking, trade and remittance flows, and strategic development. Habib holds an MBA and BBA from the Institute of Business Administration (IBA), Karachi.

Mr. Khalid Malik, Director

Mr. Khalid Malik is a Senior Chartered Accountant and is main sponsor/certificate holder of First UDL Modaraba (Listed on the Pakistan Stock Exchange) and is currently serving as the Sponsor/Consultant for the First UDl Modaraba. He is also serving as the Chief Executive Officer of SASL Trading (Pvt) Ltd since 2006. In addition to HBL Asset Management Limited, he is also serving on the Board of UDL Pharmaceuticals Pakistan (Pvt) Limited since 2012. In the past he has also served on the Boards of Searle Pakistan Limited, United Distributors Pakistan Limited, IBL Healtcare Limited, Gillette Pakistan Limited, Unisys Pakistan Limited and United Brands Limited.

4.2.6 Profile of Management

Mr. Mir Adil Rashid, Chief Executive Officer

Please refer to “Director's Profile” for complete details, as given above.

Mr. Muhammad Ali Ansari, Country Head Retail

Mr. Muhammad Ali Ansari has been working in the financial sector for more than 20 years and has extensive hands-on experience in managing Conventional & Islamic Branch Banking, Business Development Channels, Commercial/ SME financing, Consumer Assets and Wealth Management Businesses in Retail Banking. Having previously served in various senior Retail Banking roles at ABN AMRO, RBS & Faysal Bank, Mr. Muhammad Ali Ansari was serving as Group Head, Business Distribution at MCB Islamic Bank before joining HBL Asset Management as Country Head, Retail.

Mr. Noman Qurban, CFO and Company Secretary

Mr. Noman Qurban is a Chartered Accountant from the Institute of Chartered Accountant of Pakistan (ICAP). He has been working with the Company for the last five

years. Prior to joining HBL Asset Management, he was working with a large brokerage house, looking after the Financial Reporting and Budgeting & Planning functions of the Company. He completed his training with A.F.Ferguson & Co Chartered Accountants; a member firm of Pricewaterhouse Coopers. During his association with PwC he worked in the Assurance and Business Advisory Services of the firm performing audits of several Companies in various sectors including, mutual funds, banks, DFIs, oil and gas, steel, textile companies of Pakistan.

Mr. Ivan N. Johns, Head of HR

Mr. Johns is a Certified HR practitioner with over 24 years of progressive experience in the field of Human

Resources Management having been associated with both multinational & local Banks in Pakistan i.e.

Citibank N.A., NIB Bank Ltd. & MCB Bank Ltd. with a proven track record of delivering sustainable Human Capital interventions to support Organizational growth.

He was a critical member of the team to setup up the Human Resource framework within NIB, having not only setup but also spearheaded every critical function within HR be it Reward Management, Talent Acquisition, Talent Management, Learning & Development etc. including heading the entire function as Group Head Human Resources. He has also been an avid trainer in the area of Management development, performance management, change management, employee engagement etc. to name a few.

Mr. Johns holds an HR Certification from the Centre of Labour Market Studies – UK as well as a Level 5 Certification in HR from the Chartered Institute of Professional Development (CIPD) – UK.

Mr. Muhammad Ali Bhabha, Chief Investment Officer

Mr. Bhabha has over 26 years of experience across the financial sector with sound exposure in Fund Management, Risk Management, Relationship Management, Islamic Banking, Foreign Trade and Operations. He has been previously associated with leading organizations such as MCB Bank, Faysal Bank, Habib Metropolitan Bank, Al-Meezan Investment and NBP Funds. In his last role, he served as the Head of Fixed Income at NBP Funds.

Mr. Bhabha is a Chartered Financial Analyst (CFA) and a certified Financial Risk Manager (FRM). He also holds an MBA in Banking & Finance and an MS in Computer Science.

Mr. Adnan Mehmood Lodhi, Head of Customer Experience

With over 33 years of diverse experience, Mr. Lodhi brings extensive expertise, having held key roles including Head of International Partnerships in Canada, Manager of Operational Change at Abu Dhabi Commercial Bank, Associate Director at Standard Chartered Bank UAE, and Head of Operations at Dubai Islamic Bank. His data-driven and results-oriented approach is invaluable.

Mr.Amin Muhammad, Chief Risk Officer

With over 32 years of experience in the financial services industry, Amin has worked across Pakistan, Canada, and the United Arab Emirates. Most recently, he served as Executive Vice President and Chief of Staff to the Group CEO at Habib Bank AG Zurich, overseeing risk management, compliance, strategy, and stakeholder management. Prior to joining Habib Bank AG Zurich, Amin worked at NIB Bank in Corporate and Investment & Institutional Banking. Earlier in his career, he gained experience at Emirates Bank, ANZ Grindlays Bank, and the Royal Bank of Canada in Toronto, where he played a key role in driving initiatives.

Mr. Asher Matloob, Head of Internal Audit

Mr. Asher Matloob is currently working as Head of Internal Audit in HBL AML. He has more than 15 years of working experience in Compliance, Audit, Internal Audit, Due Diligence Assignments etc. Previously, he was working as Head of Compliance and Internal Audit in PICIC Asset Management Company for almost 4 years. In this position, his job objective is to ensure that all business activities of the organization are carried out in accordance with the applicable laws and internal policies of the company and to provide value additions in the form of giving suggestions to improve the accounting and internal control system of the organization. He was also working with UBL Fund Managers Ltd for almost 5 years as Manager – Internal Audit and Compliance. Asher is a qualified Cost and Management Accountant (ACMA) from Institute of Cost and Management Accountant of Pakistan and Certified Internal Auditor (CIA) from Institute of Internal Auditors-USA. He has also passed the relevant ICM certifications and is also an associate member of Pakistan Institute of Public Financial Accountant. He has completed article ship from Deloitte Touché Tohmatsu, one of the leading accounting firms of the world.

4.2.7 Performance of Listed Associated Companies

Habib Bank Limited, *Holding Company*

	2024	2023	2022	2021	2020	2019	2018	2017
	.... (Consolidated Figures Rs. In millions)							
PROFIT AFTER TAX	57,805	57,757	34,398	35,507	30,913	15,500	12,441	8,848
TOTAL EQUITY	410,798	366,021	285,022	283,686	265,495	224,752	199,252	188,751

TOTAL ASSETS	6,055,113	5,534,348	4,638,806	4,317,468	3,849,063	3,227,132	3,025,853	2,696,218
TOTAL DEPOSITS	4,370,371	4,142,352	3,469,342	3,381,998	2,830,371	2,437,597	2,137,293	1,998,935
ADVANCES (NET OF PROVISION)	2,435,435	1,861,345	1,782,498	1,507,047	1,223,510	1,166,957	1,080,440	851,502
INVESTMENTS (NET OF PROVISION)	2,528,200	2,562,299	1,948,801	1,948,956	1,948,577	1,379,607	1,390,052	1,374,816
CASH DIVIDEND	163	98	68	75	43	50	43	80
STOCK DIVIDEND		-	-	-	-	-	-	-

Jubilee General Insurance Company Limited, *Associated Company*

	2024	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**
	.... (Consolidated Figures Rs. In millions)							
PROFIT AFTER TAX	3,522	2,996	1,534	1,649	1,533	1,224	1,066	1,117
TOTAL EQUITY	18,808	13,477	10,536	10,190	9,547	8,712	7,908	8,313
TOTAL ASSETS	50,368	37,235	32,118	26,194	23,295	22,089	21,313	19,698
	.... Per share (%)							
CASH DIVIDEND	55.00	50	40	40	35	30	40	40
STOCK DIVIDEND	-	-	-	-	-	10	-	-

Jubilee Life Insurance Company Limited, *Associated Company*

	2023	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**
	.... (Consolidated Figures Rs. In millions)						
PROFIT AFTER TAX	2,574	2,306	2,072	1,793	2,884	2,224	2,430	3,262
TOTAL EQUITY	17,334	15,353	13,941	13,069	12,872	11,406	10,342	9,317
TOTAL ASSETS	236,764	205,490	187,853	190,552	190,422	173,361	139,626	120,513
	.... Per share (%)							
CASH DIVIDEND	130%	130	130	145	165	165	175	175

STOCK DIVIDEND	-	-	15	-	-	10	-	-

4.2.8 Existing Schemes under Management and their performance

Conventional Funds

HBL Cash Fund – *(formerly PICIC Cash Fund)*	
Date of Launch:	13-Dec-10
Listing:	Pakistan Stock Exchange
Par Value:	Rs. 100
Net Assets (PKR in mln)	105,427
NAV (Aug 31, 2025)	105.0778
Rating	AA+(f) (VIS)

Performance:	**Return (p.a.)**
Year Ending June 30, 2025	14.61%
Year Ending June 30, 2024	22.20%
Year Ending June 30, 2023	17.56%
Year Ending June 30, 2022	10.97%
Year Ending June 30, 2021	6.97%
Returns since inception	23.79%
HBL Income Fund (HBL-IF)	
Date of Launch:	17-Mar-07
Listing:	Pakistan Stock Exchange
Par Value:	Rs. 100
Net Assets (PKR in mln)	6,779
NAV (Aug 31, 2025)	115.1222
Stability Rating	A+(f) (VIS)

Performance:	**Return (p.a.)**
Year Ending June 30, 2025	15.13%
Year Ending June 30, 2024	22.35%
Year Ending June 30, 2023	17.03%
Year Ending June 30, 2022	11.43%
Year Ending June 30, 2021	7.10%
Returns since inception	29.41%

HBL Money Market Fund (HBL-MMF)	
Date of Launch:	14-Jul-10
Listing:	Pakistan Stock Exchange
Par Value:	Rs. 100

Net Assets (PKR in mln)	42,672
NAV (Aug 31, 2025)	105.3073
Rating	AA+(f) (VIS)

Performance:	**Return (p.a.)**
Year Ending June 30, 2025	14.05%
Year Ending June 30, 2024	21.54%
Year Ending June 30, 2023	16.66%
Year Ending June 30, 2022	10.26%
Year Ending June 30, 2021	6.84%
Returns since inception	22.54%

HBL Government Securities Fund *(Formerly PICIC Income Fund)*	
Date of Launch:	23-Jul-10
Listing:	Pakistan Stock Exchange
Par Value:	Rs. 100
Net Assets (PKR in mln)	5,875
NAV (Aug 31, 2025)	116.0191
Stability Rating	AA- (VIS)

Performance:	**Return (p.a.)**
Year Ending June 30, 2025	19.03%
Year Ending June 30, 2024	20.92%
Year Ending June 30, 2023	14.88%
Year Ending June 30, 2022	7.89%
Year Ending June 30, 2021	5.10%
Returns since inception	24.68%

HBL Financial Sector Income Fund - Plan I	
Date of Launch:	18-Jan-22
Listing:	Pakistan Stock Exchange (PSX)
Par Value:	Rs. 100
Net Assets (PKR in mln)	39,482
NAV (Aug 31, 2025)	104.1551
Rating	A+(f)

Performance:	**Return (p.a.)**
Year Ending June 30, 2025	15.32%
Year Ending June 30, 2024	23.01%
Year Ending June 30, 2023	18.26%
Year Ending June 30, 2022	13.26%
Year Ending June 30, 2021	—
Returns since inception	22.55%

HBL Equity Fund – *(formerly PICIC Stock Fund)*	
Date of Launch:	26-Sep-11
Listing:	Pakistan Stock Exchange
Par Value:	Rs. 100
Net Assets (PKR in mln)	1,324
NAV (Aug 31, 2025)	216.6221
Rating	

Performance:	**Return (p.a.)**
Year Ending June 30, 2025	53.50%
Year Ending June 30, 2024	78.55%
Year Ending June 30, 2023	-8.46%
Year Ending June 30, 2022	-45.08%
Year Ending June 30, 2021	39.47%
Returns since inception	457.74%

HBL Stock Fund (HBL-SF)	
Date of Launch:	31-Aug-07
Listing:	Pakistan Stock Exchange
Par Value:	Rs. 100
Net Assets (PKR in mln)	1,472
NAV (Aug 31, 2025)	197.8291
Rating	

Performance:	**Return (p.a.)**
Year Ending June 30, 2025	41.41%
Year Ending June 30, 2024	85.59%
Year Ending June 30, 2023	-3.15%
Year Ending June 30, 2022	-35.84%
Year Ending June 30, 2021	29.83%
Returns since inception	425.46%

HBL Energy Fund – *(Formerly PICIC Energy Fund)*	
Date of Launch:	25-Jun-13
Listing:	Pakistan Stock Exchange (PSX)
Par Value:	Rs. 100
Net Assets (PKR in mln)	2,039
NAV (Aug 31, 2025)	28.3988
Rating	As per new regulation no new rating is available

Performance:	**Return (p.a.)**
Year Ending June 30, 2025	60.53%
Year Ending June 30, 2024	77.92%
Year Ending June 30, 2023	-0.38%

Year Ending June 30, 2022	-17.70%
Year Ending June 30, 2021	19.73%
Returns since inception	671.78%

Shariah Compliant Funds

HBL Islamic Income Fund – *(formerly PICIC Islamic Income Fund)*	
Date of Launch:	28-May-14
Listing:	Pakistan Stock Exchange
Par Value:	Rs. 100
Net Assets (PKR in mln)	18,280
NAV (Aug 31, 2025)	105.8326
Rating	A+(f) (VIS)

Performance:	**Return (p.a.)**
Year Ending June 30, 2025	13.23%
Year Ending June 30, 2024	21.83%
Year Ending June 30, 2023	17.55%
Year Ending June 30, 2022	11.14%
Year Ending June 30, 2021	5.45%
Returns since inception	16.90%

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HBL Islamic Money Market Fund (HBL-IMMF)	
Date of Launch:	10-May-11
Listing:	Pakistan Stock Exchange
Par Value:	Rs. 100
Net Assets (PKR in mln)	89,145
NAV (Aug 31, 2025)	103.237
Rating	AA+(f) (VIS)

Performance:	**Return (p.a.)**
Year Ending June 30, 2025	14.05%
Year Ending June 30, 2024	21.98%
Year Ending June 30, 2023	17.24%
Year Ending June 30, 2022	9.99%
Year Ending June 30, 2021	6.47%
Returns since inception	18.46%

HBL Islamic Equity Fund – *(formerly PICIC Islamic Stock Fund)*	
Date of Launch:	28-May-14
Listing:	Pakistan Stock Exchange
Par Value:	Rs. 100
Net Assets (PKR in mln)	1,073
NAV (Aug 31, 2025)	179.0409
Rating	

Performance:	Return (p.a.)
Year Ending June 30, 2025	42.60%
Year Ending June 30, 2024	74.48%
Year Ending June 30, 2023	-5.88%
Year Ending June 30, 2022	-33.40%
Year Ending June 30, 2021	35.46%
Returns since inception	169.76%

HBL Islamic Stock Fund (HBL-ISF)	
Date of Launch:	10-May-11
Listing:	Pakistan Stock Exchange
Par Value:	Rs. 100
Net Assets (PKR in mln)	1,201
NAV (Aug 31, 2025)	230.6534
Rating	

Performance:	Return (p.a.)
Year Ending June 30, 2025	55.31%
Year Ending June 30, 2024	75.47%
Year Ending June 30, 2023	-11.83%
Year Ending June 30, 2022	-28.67%
Year Ending June 30, 2021	32.38%
Returns since inception	421.28%

HBL Multi Asset Fund	
Date of Launch:	17-Dec-07
Listing:	Pakistan Stock Exchange (PSX)
Par Value:	Rs. 100
Net Assets (PKR in mln)	174
NAV (Aug 31, 2025)	202.5905
Rating	

Performance:	Return (p.a.)
Year Ending June 30, 2025	40.59%
Year Ending June 30, 2024	62.74%
Year Ending June 30, 2023	4.05%
Year Ending June 30, 2022	-17.52%
Year Ending June 30, 2021	21.99%
Returns since inception	556.55%

4.3 Role of the Pension Fund Manager

The Pension Fund Manager shall designate a Fund Manager for **HBL Punjab Islamic Pension Fund** who shall, use his investment experience and knowledge of pensions and based on the input from the Research Department, structure the portfolios for the individual Sub-Funds.

Additionally, the allocation exposure to the asset classes within the sub-funds offered under the Pension Fund, will be reviewed by the Investment Committee from time to time and based on the assessment of key economic indicators the Fund Manager will, in conjunction with the Investment Committee of the Pension Fund, decide on the relative attractiveness and valuation of various investment avenues available. However, such changes shall be made within the limits set out in the VPS Rules, NBFC & NE Regulations, SECP Directive/ Circulars, the Punjab Defined Contribution Pension Scheme Rules, 2025 and the Agreement.

Disclaimer

The Pension Fund Manager shall not be under any liability except such liability as may be expressly assumed by it under the Rules, Regulations and the Constitutive Documents, nor shall the Pension Fund Manager (save as herein otherwise provided) be liable for any act or omission of the Trustee nor for anything except for its own gross negligence or willful breach of duty and the acts and omissions of all persons to whom it may delegate any of its functions as manager as if they were its own acts and omissions. If for any reason it becomes impossible or impracticable to carry out the provisions of the Constitutive Documents, the Pension Fund Manager shall not be under any liability therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder. The Pension Fund Manager shall not be liable for any loss caused to the Fund or to the value of the Trust Property due to any elements or circumstances of Force Majeure.

4.4 Obligations of the Pension Fund Manager

4.4.1 The responsibilities of the Pension Fund Manager are to invest and manage the assets of the Pension Fund according to the provisions of the Trust Deed, the Rules, the Regulations, directives of the Shariah Advisor and the provisions contained in the offering documents in good faith, to the best of its ability, and without gaining any undue advantage for itself or any Connected Persons or its officers in the best interest of the Employee(s).

4.4.2 The Pension Fund Manager shall be responsible for all acts and omissions of all persons or agents to whom it may delegate the performance of its functions as Pension Fund Manager of the Pension Fund, howsoever designated, as if they were its own acts or omissions.

4.4.3 The Pension Fund Manager shall account to the Trustee for any loss in value of the assets of the Pension Fund caused by its negligence, reckless or willful acts or omissions.

4.4.4 The Pension Fund Manager shall maintain proper accounts and records at its principal office, to enable a complete and accurate view to be formed of the assets and liabilities and the income and expenditure of each of the Sub-Funds, all transactions for the account of the Sub-Funds and Contributions received by the Pension Fund and withdrawals by the Employee(s) including detail of tax penalties and withholding tax deducted at source and transfer or receipt of balances in the Individual Pension Accounts of the Employee(s) to or from other pension fund managers.

4.4.5 The Pension Fund Manager shall prepare and transmit an annual report, together with a copy of the balance sheet and income and expenditure account and the Auditor's report of the Sub-Funds, within four months of the close of each Accounting Period to the Commission, Employer, Punjab Pension Fund and the Employee(s), and the balance sheet and income and expenditure account shall comply with the requirements of the Regulations.

4.4.6 The Pension Fund Manager shall within one month of the close of the first, and third quarter and within two months of close of second quarter of each Accounting Period, prepare and make available on its website for the Employee(s), the Employer, Punjab Pension Fund and the Commission a balance sheet as on the end of that quarter and a profit and loss account for that quarter,

whether audited or otherwise, of the Pension Fund, and the balance sheet and income and expenditure account shall comply with the requirements of the Regulations; provided that the Pension Fund Manager may, with the prior approval of the Employer, post the said quarterly accounts on its website instead of mailing them to the Employee(s). However, it shall make the printed copy available to an Employee(s) free of cost as and when required.

4.4.7 The Pension Fund Manager shall maintain the Register and inform the Commission and Employer of the address where the Register is kept. For this purpose, it may appoint a Registrar, who shall maintain Employee(s)' records, issue statements of account and receipts for Contributions, process withdrawals and carry out all other related activities.

4.4.8 The Pension Fund Manager will appoint with the consent of the Trustee, at the establishment of the Pension Fund and upon any vacancy, the Auditor. Such auditor shall not be appointed for more than five consecutive years.

4.4.9 The Pension Fund Manager shall furnish to the Commission within one month of the close of each Accounting Period (i) particulars of the personnel (executive, research and other) managing the Pension Fund, (ii) total number of Employee(s), (iii) total value of all Individual Pension Accounts, (iv) total Contributions for the Accounting Period (if any), and (v) such other information that may be prescribed by the Commission from time to time.

4.4.10 The Pension Fund Manager shall send an account statement as at the 30th June and the 31st December each year, within thirty days thereafter to each Employee(s), giving detail of the amounts received or withdrawn and tax deducted and the number of units allocated and held, the current valuation of the units and such other information as may be specified by the Commission, free of charge.

4.4.11 The Pension Fund Manager may send an account statement each time when there is an activity in the Employee(s) account within seven working days of such activity and the Employee(s) may be entitled to receive any information, in respect of his account, at any time, on written application either physically or online;

4.4.12 The Pension Fund Manager shall send any other statement or certificate to the Employee(s) which may be necessary under the Rules/Regulations and the Agreement.

4.4.13 The Pension Fund Manager shall furnish to the Commission, the Employer and the Punjab Pension Fund a copy of its annual report and half yearly report, together with copies of the balance sheet, profit and loss account, directors' report and auditors' report within one month of its annual general meeting and shall furnish its half yearly report to the Commission within two months of close of its half year;

4.4.14 Specify a criterion in writing to provide for a diverse panel of brokers at the time of offering of a pension fund or for any subsequent change and shall not enter, on behalf of a pension fund, into transactions with any broker that exceed twenty-five per cent or more of the brokerage or the commission payable by a pension fund in any one accounting year. Provided that this restriction shall not apply to transactions relating to money market instruments or debt securities.

4.4.15 The Pension Fund Manager shall not be under any liability except such liability as may be expressly assumed by it under the Rules/Regulation and the constitutive documents nor shall the Pension Fund Manager (save as herein otherwise provided) be liable for any act or omission of the Trustee or for anything except its own negligence, reckless or willful breach of duty hereunder. If for any reason it becomes impossible or impracticable to carry out the provisions of the Trust Deed

the Pension Fund Manager shall not be under any liability therefor or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

4.4.16 The Pension Fund Manager shall provide and replicate all recorded information to the trustee and shall arrange the reconciliation of these records with the Trustee and Employer on a periodic basis as may be mutually agreed between the parties or as specified by the Commission.

4.4.17 Pension Fund Manager shall also provide periodic reports containing following information

- Number of pension accounts and pension account holders
- the amount of contribution received
- performance including gross return, expense ratio and net return of sub funds
- pension account holders who have reached retirement age
- the amount withdrawn by such account holders
- the number of account holders who have invested in monthly income payment plan or growth plan or annuities
- the amount of monthly profit or annuity paid to such account holders
- the number and amount of in service death or permanent disability claims received and paid

4.4.18 The Pension Fund Manager shall ensure ongoing Compliance and comply with the Shariah Governance Regulations, 2023, as amended from time to time.

4.4.19 The Pension Fund Manager shall engage an external Shariah Auditor for a Shariah-compliant scheme. An annual report by Shariah Auditors as required under regulation 29(5) of the Shariah Governance Regulations, 2023 shall be submitted to the Board of Directors

4.5 Restrictions for Pension Fund Manager

The Pension Fund Manager shall not:

a) merge with, acquire or take over management of any other pension fund or pension fund manager unless it has obtained the prior approval of the Commission in writing for such merger, acquisition or takeover;

b) pledge any of the securities held or beneficially owned by the Pension Fund except for the benefit of the Pension Fund;

c) Purchase from or sell any security to any connected person or employee except with the approval of its Board of Directors in writing and consent of the Trustee

d) participate in a joint account with others in any transaction; except for placement of orders under a single Universal Identification Number (UIN) subject to mechanism approved by the Commission

e) make any investment with the purpose of having the effect of vesting the management or control in the Pension Fund; or

f) employ as a broker, directly or indirectly, any of its directors, officers or Participants or a member

of a family of such person which shall include spouse, parents, children, brothers and sisters and enter into transactions with any broker who is a Connected Person where such transactions shall equal or exceed twenty-five per cent or more of the brokerage or commission paid by the Pension Fund in any one Accounting Period;

g) Enter into a short sale transaction in any security.
h) Invest in any non-shariah compliant investment avenue.
i) Accept deposit from another Pension Fund;

j) make a loan or advance money to any person except in connection with the normal business of the Pension Fund;

k) No Pension Fund Manager on behalf of the pension fund shall lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person: Provided that investment in sale and repurchase transactions involving Government securities or such eligible listed securities which are regulated by stock exchanges shall not be attracted by this sub-rule subject to the condition that risk management parameters are disclosed in the constitutive document of the pension fund approved by the Commission.

k) Offer this Employer Pension Fund to any other person except the Eligible Person.

4.6 Retirement or Removal of the Pension Fund Manager

4.6.1 The Pension Fund Manager may, by giving at least 3 months' prior written notice in writing to the Participants with the prior written approval of the Commission and the Employer, retire from management of the Pension Fund.

4.6.2 Where the Pension Fund Manager has given notice in accordance with Clause 4.6.1, its retirement shall be effective on the date, being within 3 months after the date of such notice on which, with the approval in writing of the Commission, the Employer, shall appoint a new pension fund manager to manage the Pension Fund in accordance with the Punjab Defined Contribution Pension Scheme Rules, 2025 and Rules.

4.6.3 The Trustee may, by giving notice in writing to the Pension Fund Manager with the prior approval of the Commission and the Employer, remove the Pension Fund Manager if any of the following events have occurred:

(a) the Pension Fund Manager has contravened the provisions of the Trust Deed in any material respect and has failed to rectify the contravention within (i) 30 days from the date of notice in writing given by the Trustee to the Pension Fund Manager regarding the contravention, such notice to be given under intimation to the Commission, or (ii) such other period as may be specified by the Commission, in respect of the subject contravention; *provided that* such notice by itself shall not be considered as an admission of contravention on part of the Pension Fund Manager who shall have the right to defend such action;

(b) The Pension Fund Manager goes into liquidation (other than voluntary liquidation on terms previously agreed to with the Trustee for purpose of reconstruction and amalgamation); or

(c) a receiver is appointed over any of the assets of the Pension Fund Manager.

4.6.4 The removal of the Pension Fund Manager from management of the Pension Fund by the Trustee under Clause 4.6.3 shall be effective on the date on which, with the approval in writing of the Commission and the Employer, the Employer has appointed a new pension fund manager to manage the Pension Fund

4.6.5 The Commission may, in exercise of its powers under the Rules and/or the Regulations, remove the Pension Fund Manager from management of the Pension Fund and appoint in its place a new pension fund manager to manage the Pension Fund in accordance with the Trust Deed, Punjab Defined Contribution Pension Scheme Rules, 2025 and the Rules.

4.6.6 The Commission may, in exercise of its powers under the Rules, cancel the registration of the Pension Fund Manager as a pension fund manager, in which case the Pension Fund Manager, if not already removed from the management of the Pension Fund, shall stand removed from such management upon such cancellation.

4.6.7 If the Commission has cancelled the registration of the Pension Fund Manager as provided in Clause 4.6.6, the Employer shall appoint another pension fund manager to manage the Pension Fund in accordance with the Deed, Punjab Defined Contribution Pension Scheme Rules, 2025 and the Rules.

4.6.8 Upon a new pension fund manager being appointed, the Pension Fund Manager shall take immediate steps to deliver all the documents and records pertaining to the Trust to the new pension fund manager and shall pay all sums due to the Trustee.

4.6.9 Upon its appointment the new pension fund manager shall exercise all the powers and enjoy all rights and shall be subject to all duties and obligations of the Pension Fund Manager hereunder as fully as though such new pension fund manager had originally been a party hereto.

4.6.10 If so directed by the Commission, the Pension Fund Manager shall not receive any Contributions from any of the Participants or make any other transaction on account of the Pension Fund as from the date of issue of the notice as referred to in Clause 4.6.3 or 4.6.5 or as from the date of issue of the Commission's order in writing under Rule 6 of the Rules.

4.6.11 The Trustee shall ensure that accounts of the Pension Fund till the day of the appointment of the new Pension Fund Manager are audited by the Auditors of the Pension Fund and the audit report is submitted, within one month from the date of such appointment, to the Commission, the Trustee and the new Pension Fund Manager. The Trustee with the approval of the Commission shall decide the cost of such interim audit and the same may be charged to the Pension Fund with the prior approval of the Commission.

4.6.12 In case the Pension Fund Manager is found guilty and the Commission decides it to be managed by another Pension Fund Manager, its cost of audit should be borne by the existing Pension Fund Manager rather than the participants

4.6.13 The Employer may terminate Pension Fund Manager after giving 30 days prior notice to the PFM upon occurrence of any event as specified in the Agreement.

4.7 Obligations of Trustee of Pension Fund

4.7.1 The Trustee shall comply with obligations as specified in the provisions of the constitutive documents and the Rules and/or the Regulations when performing any act or matter to be done by it in the performance of its duties and such acts or matters may also be performed on behalf of the Trustee by any officer or responsible official of the Trustee or by any nominee or agent appointed by the Trustee in consultation with the Pension Fund Manager; provided that the Trustee shall be responsible for the acts and omissions of all persons to whom it may delegate any of its duties, as if these were its own acts and omissions and shall account to the Pension Fund for any loss in value of the Trust Property where such loss has been caused by negligence or any reckless or willful act and / or omission of the Trustee or of any of its directors, officers, nominees or agents.

4.7.2 The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Participants. The Trustee shall not be under any liability on account of anything done or not done by the Trustee in good faith in accordance with or in pursuance of any request of the Pension Fund Manager, provided that the Trustee's actions and the Pension Fund Manager's requests are not in conflict with the provisions of the constitutive documents or the Rules or the Regulations. Whenever pursuant to any provision of the constitutive documents any certificate, notice, direction, instruction or other communication is to be given by the Pension Fund Manager to the Trustee, the Trustee may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Pension Fund Manager by any person whose signature the Trustee is for the time being authorized in writing by the Pension Fund Manager to accept.

4.7.3 The Trustee shall take into its custody or under its control all the Trust Property, including properties of the Sub-Funds and hold the same in trust for the Participants in accordance with the Applicable Law, the Rules, the Regulations and the provisions of the Trust Deed and registerable shall be registered in the name of, or to the order of the trustee.

4.7.4 The Trustee shall be liable for any act or omission of any agent with whom any Investments are deposited as if they were the acts or omissions of any nominee in relation to any Investment.

4.7.5 The Trustee shall be liable for the act and omission of the lender and its agent in relation to assets forming part of the property of the Pension Fund and, where financing is undertaken for the account of the Pension Fund, such assets may be registered in the lender's name or in that of a nominee appointed by the lender.

4.7.6 The Trustee shall ensure that the issue, redemption and cancellation of Units are carried out in accordance with the provisions of the constitutive documents, the Rules and the Regulations.

4.7.7 The Trustee shall ensure that the methods adopted by the Pension Fund Manager in calculating the values of the Units of each Sub-Fund are adequate and that the Net Asset Value is calculated in accordance with the provisions of the Constitutive documents or as specified by the Commission.

4.7.8 The Trustee shall carry out the instructions of the Pension Fund Manager in respect of Investments unless they are in conflict with the Investment Policy, the Rules, the Regulations, the Offering Document or the Trust Deed.

4.7.9 The Trustee shall ensure that the Investment Policy and the financing limitations set out in the constitutive document, the Rules, the Regulations and other conditions under which the Pension Fund was authorized are complied with.

4.7.10 The Trustee shall issue a report to be included in its half-yearly and annual report to be sent to Participants whether, in the Trustee's opinion, the Pension Fund Manager has in all material respects managed the Pension Fund and the Sub-Funds in accordance with the provisions of the Constitutive Document, and if the Pension Fund Manager has not done so, the respects in which it has not done so and the steps which the Trustee has taken in respect thereof provided that the trustee's report in the annual accounts shall include the trustee's opinion regarding the calculation of the management fee, Fee payable to the Commission and other expenses in accordance with the applicable regulatory framework.

4.7.11 The Trustee shall ensure that Units are not allocated until Contributions have been received.

4.7.12 The Trustee shall ensure that the pricing, issuance and withdrawal are carried out in accordance with the provisions of the Constitutive Documents and applicable regulatory requirement.

4.7.13 The Trustee shall be immediately inform the Commission if any action of the Pension Fund Manager contravenes any provision of the Ordinance, the Companies Act, 2017, the Rules, the Regulations, constitutive document, offering document, guidelines, codes, circulars, directives or any other applicable laws.

4.7.14 The Trustee shall comply with the directions of the Commission given in the interest of the participants.

4.7.15 The Trustee shall not invest or withdrawals from Pension Funds for which it acts as trustee in the cases where there is a likelihood of a change in investment objective of the scheme or there is a likelihood of change in account policy or a significant change in the valuation of any asset or class of asset and the same has not been communicated to the investors.

4.7.16 The Trustee shall, from time to time appoint, remove or replace one or more Custodian(s) as an agent of the Trustee at one or more locations, on terms and conditions to be agreed between the Custodian and the Trustee;

4.7.17 The Trustee shall make available or ensure that there is made available to the Pension Fund Manager such information as the Pension Fund Manager may reasonably require from time to time in respect of the Trust Property and all other matters relating to the Pension Fund.

4.7.18 The Trustee shall be entitled to require the Auditors to provide such reports as may be agreed between the Trustee and the Pension Fund Manager and as may be considered necessary to facilitate the Trustee in issuing the certification required under the Rules and/or the Regulations. The Trustee shall endeavor to provide the certification at the earliest date reasonably possible.

4.7.19 The Trustee shall promptly provide proxies or other forms of power of attorney to the order of the Pension Fund Manager with regards to any voting rights attaching to any Investments.

4.7.20 The Commission may, if it is satisfied that it is necessary and expedient so to do in the interest of the Participants, or in the interest of the capital market and public, by an order in writing, give such directions to the Trustee which are essential to enforce the Rules and/or the Regulations including but not limited to making arrangements for safe custody of assets of the Pension Fund, submission of reports and disclosure of information.

4.7.21 The Trustee shall, if requested by Pension Fund Manager and may if it considers necessary for the protection of Trust Property or safeguarding the interest of Participants, institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Trust Property or any part thereof, with full powers to sign, swear, verify and submit pleading and affidavits, to file documents, to give evidence, to appoint and remove counsel and to do all incidental acts, things and deeds through the Trustee's authorized directors and officers. All costs, charges and expenses (including legal fees) incurred in instituting or defending any such action shall be borne by the Pension Fund and the Trustee shall be indemnified against all such costs, charges and expenses, *provided that* no such indemnity shall be available in respect of any action taken against the Trustee for negligence or breach of fiduciary duties in connection with its duties as the Trustee under the Trust Deed or the Rules/Regulation.

4.7.22 The Trustee shall obtain and maintain replication of all the records of the Participants maintained by the Pension Fund Manager or the Registrar, as the case may be, and shall keep the records updated on fortnightly basis.

4.8 Retirement or Change of Trustee

4.8.1 The Trustee shall not be entitled to retire voluntarily or otherwise except upon the appointment of a new trustee. In the event of the Trustee desiring to retire, the Pension Fund Manager with the prior written approval of the Commission and within a period of three months of the Trustee giving notice of its intention to retire to the Pension Fund Manager shall by a deed supplemental hereto under the seal of the Pension Fund Manager and the Trustee appoint a new trustee under the provisions of the Rules and/or the Regulations in place of the retiring Trustee and also provide in such deed for the automatic vesting of all the assets of the Trust in the name of the new trustee. The retirement of the Trustee shall take effect at the same time as the new trustee is appointed and the supplemental trust deed reflecting this appointment is executed. The Trustee shall ensure that accounts of the Pension Fund till the day of the appointment of the new Trustee are audited by the Auditors and the audit report is submitted within one-month time from the date of such appointment to the

Commission, the newly appointed Trustee and the Pension Fund Manager. The Trustee with the approval of the Commission shall decide the cost of such interim audit and the same may be charged to the Pension Fund with the prior approval of the Commission.

4.8.2 If the Trustee goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction on terms previously agreed to with the Pension Fund Manager) or ceases to carry on business of trusteeship or a receiver of its undertaking is appointed or it becomes ineligible to act as a trustee of the Pension Fund under the provisions of the Rules and or the Regulations, the Pension Fund Manager shall forthwith intimate the Commission, and by instrument in writing remove the Trustee from its appointment under the Trust Deed and shall by the same or some other instrument in writing simultaneously appoint as trustee some other company or corporation duly approved by the Commission according to the provisions of the Rules, the Regulations and the Constitutive Documents as the new trustee.

4.8.3 The Commission after giving thirty days' notice, may remove the Trustee by order in writing on grounds of any material default or non-compliance with the provisions of the Rules or the Regulations or the Constitutive Documents, negligence of its duties or incompetence in performing its duties or if the Commission is of the opinion that the Trustee has otherwise neglected or failed to comply with any order or direction of the Commission and considers that it would be in the interest of the Participants so to do; *provided that* such notice shall not per se be regarded as an admission of contravention on part of the Trustee who shall have the right to defend such notice or action.

4.8.4 The Pension Fund Manager may also remove the Trustee with the prior approval of the Commission after giving thirty days' notice if the Pension Fund Manager feels that the Trustee is charging a remuneration that is not comparable to the market norm and it would be in the interest of the Participants to appoint another trustee. For this purpose, if the Pension Fund Manager, based on a firm quotation or offer received from an alternate institution (qualified to be appointed as trustee of a pension fund) determines that the remuneration being paid to the Trustee is not comparable to the market norm and that for this reason it would be in the interest of the Participants to appoint another trustee on such favorable terms, it will issue a thirty days' notice of removal of the Trustee on this ground; *provided that* after receiving such notice from the Pension Fund Manager, the Trustee shall have the option to continue as trustee of the Pension Fund on such favorable terms offered by the alternate institution or to retire as trustee of the Pension Fund and notify the Pension Fund Manager accordingly. The change of Trustee shall become effective with the Commission's approval once the newly appointed trustee takes charge of all duties and responsibilities.

4.8.5 Upon the appointment of a new trustee, the Trustee shall immediately deliver all the documents and records to the new trustee and shall transfer all the Trust Property and any amount deposited in any Individual Pension Account held by or for the Trustee under any Approved Income Payment Plan to the new trustee and shall make payments to the new trustee of all sums due from the outgoing or retiring Trustee.

4.8.6 The new trustee shall exercise all the powers and enjoy all rights and shall be subject to all duties and obligations of the Trustee hereunder as fully as though such new trustee had originally been a party hereto as trustee of the Pension Fund.

4.8.7 Notwithstanding the removal or resignation of the Trustee and its subsequent discharge from its duties under the Constitutive Documents and the Rules and the Regulations, the Trustee

shall remain entitled to the benefit of the terms of the Constitutive Documents till the removal or resignation of the Trustee is effective without prejudice to the Trustee's responsibility or obligation to liquidate any liability for which the Trustee may have become liable under the Trust Deed and / or the Rules and / or the Regulations.

4.9 Transfer Agent/Registrar

The Pension Fund Manager will perform duties as the Transfer Agent of the Fund until any further notice and intimation to the Trustee. The Pension Fund Manager will be responsible for maintaining the Unit Holder's Register, preparing and issuing account statements, Unit Certificates and dividend warrants/advice and providing related services to the Unit Holders.

4.10 Auditor

The Auditor of the Fund are: **BDO Ebrahim & Co. Chartered Accountants,**

4.10.1 The first Auditor of the Pension Fund shall be: BDO Ebrahim & Co. Chartered Accountants whose term of office shall expire on the transmission of the first annual report and accounts but may be reappointed as may be specified in the Rules/Regulations from time to time without need to alter/ amend the Offering Document or execute a supplemental Offering Document.

4.10.2 The Pension Fund Manager may at any time, with the concurrence of the Trustee, and shall, if required by the Commission, remove the Auditor and appoint another Auditor in its place. At all times the Pension Fund Manager shall ensure that the Auditor is appointed from the panel of auditors, if any, prescribed by the Commission for this purpose.

4.10.3 The Auditor shall hold office until transmission of the annual report and accounts. The Auditor shall be appointed for a term of one year (except the first Auditor whose first term may be shorter than one year), but no Auditor shall be appointed for such number of consecutive terms as may be decided by the Commission from time to time.

4.10.4 A person who is not qualified to be appointed as auditor of a public company under the terms of Section 247 of the Act shall not be appointed as the Auditor.

4.10.5 A person who is not qualified to be appointed as auditor under the terms of Sections 247(3) and 247(5) of the Act shall not be appointed as the Auditor. For the purposes of this Clause, references to "company" in those Sections shall be construed as references to the Pension Fund Manager and the Trustee. Section 247(6) of the Act will apply to the Auditor mutatis mutandis.

4.10.6 Appointment of a partnership firm as the Auditor shall be deemed to be the appointment of all persons who are partners in the firm from time to time.

4.10.7 The Auditor shall have access to the records, books, papers, accounts and vouchers of the Trust, whether kept at the office of the Pension Fund Manager, Trustee, Custodian, Registrar or elsewhere, and shall be entitled to require from the Pension Fund Manager, the Trustee and their directors,

officers and agents such information and explanations as considered necessary for the performance of audit.

4.10.8 The Auditor shall prepare an auditor's report in accordance with the requirements of the Rules, the Regulations and other Applicable Laws for transmission to the Commission, the Trustee and the Participants.

4.10.9 In case the Rules or other Applicable Laws relating to appointment of auditors of pension funds are amended or substituted, the amended Rules or other Applicable Laws, as the case may be, shall be deemed to become part of the Offering Document without the need to execute a supplemental Offering Document.

4.10.10 The Commission shall monitor general financial condition of the Pension Fund, and, at its discretion, may order special audit and appoint an auditor who shall not be the external auditor of the Pension Fund, to carry out detailed scrutiny of the affairs of the Pension Fund, provided that the Commission may, during the course of the scrutiny, pass such interim orders and give directions as it may deem appropriate. On receipt of the special audit report, the Commission may direct the Pension Fund Manager to do or to abstain from doing certain acts and issue directives for immediate compliance which shall be complied forthwith or take such other action as the Commission may deem fit.

4.10.11 The Pension Fund Manager shall also appoint a Shariah Auditor for conducting an independent and objective assessment of compliance of operations with the Shariah. The existing auditor of the Fund may also act as Shariah Auditor provided that he has necessary expertise and is well-versed with the principle of Shariah. The Shariah Auditor shall issue a report annually to be included in the Annual report of the Fund. The scope of Shariah audit includes:

1) Conducting an independent and objective assessment of compliance of operations with the Shariah principles and rules and to comply with any further conditions imposed by the Commission from time to time.

2) The external Shariah auditor shall assess the compliance of the Shariah compliant security with financial arrangements, contracts, and transactions with the Shariah principles and rules.

3) The external Shariah auditor shall prepare a report on the format, to be prescribed by Commission, for the board of directors giving their opinion on:
   a) the status of Shariah compliance;
   b) the risks associated with the Shariah non-compliance;
   c) the capacity and quality of the internal controls to measure, manage and mitigate the Shariah non-compliance risks;
   d) the adequacy and effectiveness of the Shariah governance framework;
   e) the level of awareness and sensitivity of the management and the board of directors in addressing the Shariah risks; and
   f) any other issues deemed significant by the external auditors with respect to Shariah compliance.

4.11 Legal advisor

Bawaney & Partners, Address: Mr. Iqbal L. Bawaney
Bawaney & Partners
Advocated & Investment & Corporate Advisers
3rd & 4th Floor, 68-C, Lane-13

Bokhari Commercial Area
Pha-VI, DHA, Karachi

4.12 Bankers

The bankers to the Fund may include Islamic banks or Islamic window of commercial bank as per the discretion of the Pension Fund Manager to change from time to time. The Trustee shall operate the Islamic bank accounts on instruction from the Pension Fund Manager.

4.13 Bank Accounts

The Trustee shall, at the request of the Pension Fund Manager from time to time, open separate Bank Accounts in Islamic Bank or Islamic windows of commercial bank titled "CDC-Trustee **HBL Punjab Islamic Pension Fund**" , or any other as deemed necessary, at designated Bank(s) for the Pension Fund and each Sub-Fund for, inter alia, (i) receipt of proceeds of Seed Capital and subsequent Contributions into the Pension Fund, (ii) credit of proceeds realized on account of any transfer or withdrawal at or before retirement or re-allocation in relation to Individual Pension Accounts, and (iii) withdrawals from Approved Income Payment Plans for the Pension Fund.

The Bank Accounts shall be opened by the Trustee at such branches of Banks/ Islamic bank or Islamic windows of conventional banks and financial institutions approved by the Pension Fund Manager having entity rating awarded by a credit rating agency approved by the Commission and at such locations as determined by the Pension Fund Manager, subject to compliance with Applicable Laws and after obtaining all necessary Approvals as may be required from time to time.

The beneficial ownership of the balances in the Bank Accounts opened by the Trustee shall vest at all times in the Employee(s) collectively.

Further on the request of the Pension Fund Manager, the Trustee shall open Sub account(s) titled:

- CDC Trustee **HBL Punjab Islamic Pension Fund**
- CDC Trustee **HBL Punjab Islamic Pension Fund** - Equity **Active** Sub Fund
- CDC Trustee **HBL Punjab Islamic Pension Fund** -Debt Sub Fund
- CDC Trustee **HBL Punjab Islamic Pension Fund** - Money Market Sub Fund
- CDC Trustee **HBL Punjab Islamic Pension Fund** - Equity Index Sub Fund

All bank charges for opening and maintaining Bank Accounts for the Trust shall be charged to the Fund.

4.14 Investment Facilitators

HBL Asset Management Limited shall nominate the person(s) to act as an Investment Facilitators for assisting the Eligible Employee(s) to participate in the applicable Allocation Plan. A list of Investment Facilitators is provided in Annexure E.

4.15 Shariah Governance Framework

This section outlines the Shariah governance framework applicable to **HBL Punjab Islamic Pension Fund** the "Fund" or "HBL PIPF"), as required under the **Shariah Governance Regulations, 2023** issued by the **Securities and Exchange Commission of Pakistan (SECP)** and other applicable regulatory circulars, guidelines, directives etc. as issued from time to time. The Fund has been structured and will be managed in accordance with the principles of Islamic Shariah.

4.15.1 Underlying Shariah Structure

HBL Punjab Islamic Pension Fund is a Shariah-compliant fund managed under the principles of an Investment Agency (Wakalat-ul-Istithmar) arrangement. In this contractual relationship, the Participant acts as the Principal (Muakkil), while the Pension Fund Manager (PFM) serves as the Investment Agent (Wakeel), responsible for managing the fund's investments in accordance with the Shariah principles and the terms of the agency agreement. The key features of this arrangement are outlined below:

Stage	Shariah Consideration
1. Contact Formation	Under the Investment Agency arrangement, the participant acts as the Principal (Muakkil), while the PFM serves as the Investment Agent (Wakeel Bil Istithmaar).
2. Collection of Funds	Funds are collected from participants/employers on behalf of participants and held in dedicated Shariah Complaint trust account under the Trust Deed
3. Pooling of Funds	Collected funds are pooled into a Shariah complaint fund.
4. Investment Deployment	The Investment Agent deploys funds into Shariah-Compliant avenues (as per the Offering Document).
5. Investment Management	The investment agent is responsible for managing and rebalancing the portfolio in line with the market outlook, risk appetite, regulatory framework, and fund objectives.
6. Profit Realization & Purification	Profits are derived from the Shariah complaint (halal) sources. Any income deemed Shariah non-compliant is purified by donating to charity, as per the approval of Shariah Advisor.
7. Return / Profit Reinvestment	After expenses, net profits are reinvested.
8. Withdrawal	At withdrawal request, units are redeemed to participants after deduction of taxes (if any) at their net asset value (NAV).

4.15.2 Objective of Shariah Governance

The objective of this framework is to establish and maintain a robust mechanism for ensuring that all activities of the Fund including its structuring, investments, operations, and fund management comply with the principles and rulings of Islamic jurisprudence as interpreted by the appointed Shariah Advisor.

Responsibilities of the Pension Fund Manager in relation to Shariah Compliance

The Pension Fund Manager shall appoint, or engage a Shariah advisor and shall comply with the following provisions:

(a) shall not appoint or engage a Shariah advisor unless it is registered with the Commission under Shariah Governance Regulations, 2023;
(b) shall disclose in financial statements of the Fund details of any compensation paid to its Shariah advisor, as the case may be, for providing Shariah supervisory services and any other ancillary professional services, including but not limited to education and training in Islamic financial services;

(c) shall not replace the Shariah advisor without recording the reasons for such replacement and intimate the same to incoming and outgoing persons;
(d) shall endeavor to improve capacity of its human resources in the field of Islamic finance through education, training and awareness campaigns; and
(e) where it has obtained a Shariah opinion from more than one person on the same issue, it shall disclose the reasons for obtaining more than one Shariah opinion to each of the said persons, as well as in the offering document, financial statements, and any other relevant document.

Unless provided otherwise in the constitutive documents of the persons forming, constituting, appointing, or engaging a Shariah supervisory board or a Shariah advisor, as the case may be, they shall do so with the prior approval of their board of directors or a comparable governing body. The matter pertaining to removal and resignation shall also be handled accordingly.

The committee of the board, or the governing body, or the chief executive officer, if authorized by the board of directors to do so, shall meet with the Shariah advisor, as the case may be, at least twice a year to review Shariah-related matters.

4.16 Shariah Advisor

All activities of the Fund shall be undertaken in accordance with the Shariah Guidelines provided by the Shariah Advisor or Shariah Regulatory Provisions of SECP issued from time to time. The Pension Fund Manager is obligated to obtain written approval from the Shariah Advisor before implementing any amendments to the Constitutive Documents of this Fund.

The Pension Fund Manager has appointed a Shariah Advisor who shall advise the Pension Fund Manager regarding Shariah compliance.

The Pension Fund Manager, on its own expense, has appointed Shariah Advisor for the Fund. The profile(s) of the Shariah Advisor(s) is annexed as **Annexure"D"** in the Offering Document.

The Shariah Advisor has been appointed under intimation to the Trustee for a period of three years, but may be reappointed on completion of the term. The Pension Fund Manager may at any time, with prior notice to the Trustee and intimation to the Commission, terminate the Agreement with the Shariah Advisor by giving a notice as per the Agreement with the Shariah Advisor, before the completion of the term, and fill the vacancy under the intimation of the Commission and the Trustee without the need to alter/amend this offering document or issue a supplemental offering document. Furthermore, the agreement entered into for the appointment of the Shariah Advisor shall be furnished to the Commission. Provided that till the appointment of new Shariah Adviser, the existing Shariah Advisor shall continue to perform his duties. Provided further that the Pension Fund Manager shall inform the Commission at least one month in advance for change in the Shariah Advisor

4.17 Duties and Responsibilities of Shariah Advisor

The Shariah Advisor shall advise the Pension Fund Manager on matters relating to Shariah compliance and recommend general investment guidelines consistent with Shariah and regulations issued by the Commission. Any verdict issued by the Shariah Advisor in respect of any Shariah related matter would be final and acceptable to the Trustee, the Pension Fund Manager, the participants and other parties. In case of any dispute between the Shariah Advisor and the management, the matter may be referred to the Shariah Advisory Committee for resolution routed through Islamic Finance Division of SECP.

The Shariah Advisor Shall

(a) Provide technical guidance and support on aspect of Shariah so as to enable the Pension Fund Manager to operate the Fund as a Shariah compliant Voluntary Pension Scheme.

(b) Recommend general investment guidelines consistent with the Shariah. Any verdict issued by the Shariah Advisor in respect of any Shariah related matter shall be final and acceptable to the Trustee, the Pension Fund Manager, the participants and other parties related with that matter.

(c) At the end of Annual Accounting Period, issue a certificate, to be included in the Fund`s financial reports, in respect of Shariah Compliance of the preceding year`s operation of the Fund and the Shariah Advisor may conduct such audit or other investigation as may be necessary for the issuance of the certificate. The Pension Fund Manager shall bear the expenses of such audit or investigation if the shariah advisor finds it, with evidence, negligent or guilty of willful breach of duty.

(d) Co-ordinate with the Pension Fund Manager in drawing up of the Deed and other related material documents including Constitutive Documents for the formation of the Unit Trust and to further provide technical guidance and support on various aspects of Shariah, so as to enable the Pension Fund Manager to mold the Unit Trust into a Riba free/Halal avenue of investment.

(e) Do the research as appropriate for the purpose of screening of investments. The Shariah Advisor will then decide as to which criteria are relevant to be used in the context of Pakistani Markets and the instruments available therein, and which need to be modified/added/deleted.

(f) Certify that all the provisions of the Constitutive Documents of the Fund and proposed Investments to be made on account of the Fund are Shariah compliant with the established criteria.

(g) Evaluate and advice upon all new financial instruments as and when introduced for their Shariah permissibility.

(h) Determine the methodology for calculation of "Haram Income" through percentage of income and cash flows included in the income and cash flows of the companies in which the Fund has invested from activities not in accordance with the principles of the Shariah, and recommend to the Pension Fund Manager the criteria for selecting the Charities registered under relevant Pakistani laws to whom such sums shall be donated.

5. CHARACTERISTICS OF THE PENSION FUND

5.1 Eligibility

5.1.1 (1) A person appointed on or after the commencement of Punjab Civil Servants (Amendment) Ordinance, 2023 (I of 2024) but not including any person who was appointed as Government servant holding pensionable post before the commencement of the said Ordinance, and was subsequently inducted into any Provincial service through proper channel after coming into force of the Punjab Civil Servants (Amendment) Ordinance 2023 (I of 2024); or
(2) a person regularized as a civil servant through any legal instrument issued on or after the commencement of the Punjab Civil Servants (Amendment) Ordinance 2023 (I of 2024) and shall be considered an employee for the purpose of the rules from the date of issuance of such legal instrument, regardless of the effective date of regularization.

Provided that an employee shall, subject to sub-rule (3) of Rule 5 of the rules, be deemed to be an employee solely for the purposes of the Defined Contribution Pension Scheme until reaching the retirement age and no further contributions shall be made to his pension account by either the employer or the employee in the event of his leaving service before attaining retirement age for any reason whatsoever..

5.2 Procedure for Opening Individual Pension Accounts

5.2.1 The Pension Fund Manager shall be responsible for obtaining all Approvals required in connection with the Pension Fund.

5.2.2 An Eligible Person joining the Pension Fund must open an Individual Pension Account with the Pension Fund Manager using the Prescribed Account Opening Process through the digital portal established by the Employer which is duly integrated with the systems of the Pension Fund Manager or such other process as may be prescribed by the employer in consultation with the Pension Fund Manager.

5.2.3 The Pension Fund Manager shall decide, in consultation with authorized person or office of the Employer, for receiving the complete Prescribed Application Forms either physical or through an interface, for Employees to open their pension account, provided by the Punjab Pension Fund. Details of these arrangements shall be duly disclosed by the Punjab Pension Fund and PFM shall provide proper training to the Participants.

5.2.4 The Pension Fund Manager shall decide to ensure that Prescribed Application Forms can also be obtained in either hard copy or electronic form from the Pension Fund Manager, the Authorized Branches of Pension Fund Manager and Investment Facilitators and/or downloaded from the Pension Fund Manager's website. .

5.2.5 Each applicant, in case of account opening through Physical Forms, shall obtain a receipt signed and stamped by an authorized officer of the Pension Fund Manager or the Employer as the case may be for acknowledging the receipt of the application and copies of other documents prescribed therein.

5.2.6 If an application received pursuant to this clause is found by the Pension Fund Manager to be complete and correct in all material respects, the Pension Fund Manager shall advise the applicant in writing of the opening of the Employee's Individual Pension Account with the Pension Fund Manager and shall also confirm the Allocation Plan opted by the Employee with details of Sub-Funds.

5.2.7 The Pension Fund Manager may decide to accept applications for opening Individual Pension account through electronic means subject to the conditions of Customer Due Diligence (CDD) / Know Your Customer Policy (KYC), specified by the Commission through notifications / circulars / Rules / Regulations, etc.

5.2.8 The application procedure described in Clauses 5.2.2 to 5.2.7 may be altered by the Pension Fund Manager from time to time in consultation with Employer on behalf of Eligible Person and with the approval of the Commission, where required. Such alterations shall be announced by the Pension Fund Manager from time to time through its website and the Employer through its portal/platform shall be deemed to correspondingly alter the provisions of Clauses 5.2.2 to 5.2.7 without the need to execute a supplemental offering document.

5.3 Contribution Procedures

5.3.1 The Accountant General on behalf of the Participant(s) shall make contribution in lump sum or in installment, as the case may be and transfer these amounts through an automated system implemented and managed by him without delay.

5.3.2 The Pension Fund Manager shall send an acknowledgement of receipt of each Contribution along with a statement of account to the Employee within one week of the receipt of the Contribution or any other frequency as decided in consultation with the Employer or prescribed by the Commission from time to time.

5.3.3 The Pension Fund shall offer Takaful policy to each Employee(s) (after launch of the Fund) subject to the conditions agreed with the Employer as disclosed on website. The premium/ contribution/ charges paid to the Takaful companies to cover the Takaful Policy may be charge to the Pension Fund.

5.3.4 Any alterations to the contribution procedure enunciated in Clauses 5.3.1 to 5.3.3 arising out of amendments to or substitutions of the Rules, Shariah guidelines and/or the Income Tax Ordinance, 2001 and/or the Income Tax Rules shall be announced by the Pension Fund Manager from time to time and such alterations shall be deemed to correspondingly alter the provisions of Clauses 5.3.1 to 5.3.3 without need for executing a supplemental offering document.

5.4 Individual Pension Accounts

5.4.1 The Pension Fund Manager shall assign a distinctive/unique Customer ID to the Individual Pension Account of each Employee(s). Such unique Individual Pension Account number shall be issued in line with the criteria prescribed by the Commission.

5.4.2 Contributions received from Employer on behalf of any Participant by Trustee in cleared funds on any Business Day shall be credited to the Sub-fund(s) in accordance with Allocation Policy as per the Punjab Defined Contributory Pension Scheme Rules, 2025 and the Pension Fund Manager shall allocate such number of Units of the relevant Sub-Funds. The Units shall be allocated at Net Asset Value notified by the Pension Fund Manager at the close of that Business Day.

5.4.3 Contributions shall not be treated as having been received from or on behalf of any Employee(s) unless they are received by the Trustee and realized in the bank account(s) of the fund and only such realized amount shall be treated as the Contribution received.

5.4.4 If any Contribution is received from or on behalf of any Employee(s) on a day which is not a Business Day, it will be treated as having been received on the first following Business Day.

5.5 Change of the Pension fund Manager/ Pension Fund

5.5.1. Participants shall be entitled to transfer his pension account in accordance with the terms of the Offering Document the whole of their Individual Pension Account with the HBL Punjab Islamic Pension Fund to a pension fund managed by another pension fund manager with whom the Employer has made similar arrangements.

5.5.2. Upon leaving the service before attaining the retirement age, the Participants may, by informing the Punjab Pension Fund in writing, opt to no longer be subject to Punjab Defined Contribution Pension Scheme Rules, 2025 and transfer his pension account from this employer pension fund to another employer pension fund or withdraw the accumulated balance in his pension account subject to the Voluntary Pension System Rules and other applicable laws.

5.5.3. No charge, whatsoever called, shall be deducted for any transfer of a Participant's Individual Pension Account to a pension fund managed by another pension fund manager.

5.5.4. The Pension Fund Manager shall use any cleared funds received for the account of a Participant's Individual Pension Account from a pension fund managed by another pension fund manager to purchase such number of Units of the relevant Sub-Funds as is determined in accordance with the Offering Document and the Units shall be purchased at Net Asset Value notified at the close of the Business Day on which such cleared funds are received by the Trustee.

5.5.5. If a Participant desires to transfer his Individual Pension Account, the Participant shall specify in an application given to the Pension Fund Manager and copy to the Employer/ Punjab Pension Fund, the name of the new pension fund manager, the name of the new pension fund, the individual pension account number with the new pension fund manager and the Units or Amount held in the Participant's Individual Pension Account to be transferred. The application shall be given in a form prescribed by the Pension Fund Manager through this Offering Document.

5.5.6. The transfer of individual Pension account from one Pension Fund Manager to another Pension Fund Manager or from one Pension fund to another Pension fund shall only take place as per discretion of the Participant and the notice for the change of the Pension Fund Manager or Pension fund, shall be sent by the participant at least seven working days before the effective date of the proposed change and the Pension Fund Managers shall record such transactions as transfer in the statement of account of the participant. For this purpose, the units shall be encashed at the net asset value of each sub-fund notified on the working day prior to the date of transfer.

5.5.7. The transferred amount shall be used to purchase the units of the sub-funds of the pension fund maintained by the new Pension Fund Manager at the net asset value notified at the close of the working day, of the receipt amount, on such percentage according to the specified allocation policy selected by the participant or default allocation policy if no allocation is selected.

5.5.8. In the event the Commission cancels the registration of the Pension Fund Manager as a pension fund manager or discontinues the authorization of the Pension Fund, in each case in accordance with the Rules and other Applicable Laws, the Pension Fund Manager shall, as soon as practicably possible thereafter, transfer the Individual Pension Accounts of the Participants to pension funds managed by other pension fund managers as selected by the Participants or as directed by the Commission or the Employer**.**

5.6 REGISTER OF PARTICIPANTS

5.6.1 The Pension Fund Manager shall perform the Registrar Functions directly or it may appoint a Registrar for such purpose, but in each case the responsibility for performing the Registrar Functions shall be that of the Pension Fund Manager itself. Where the Pension Fund Manager appoints a Registrar for performing the Registrar Functions, the Pension Fund Manager shall ensure that the Registrar complies with all relevant provisions of the Constitutive Documents, Punjab Defined Contribution Pension Scheme Rules, 2025 and the Rules.

5.6.2 The Pension Fund Manager or, as the case may be, the Registrar shall maintain the Register at their respective registered office.

5.6.3 The Pension Fund Manager shall maintain a register of Participants of the pension fund and inform the Commission, of the address where the register is kept.

5.6.4 The Pension Fund Manager shall or shall ensure that the Registrar shall at all reasonable times during Business Hours give the Trustee and its representatives access to the Register and to all

subsidiary documents and records or certified copies thereof and to inspect the same with or without notice and without any charge. The Commission may however at any time inspect, remove or take possession of the register without any prior notice.

5.6.5 The Registrar shall, within seven working days of receiving a written request from any Participant, give to such Participant (whether by post, courier or through electronic means) details of such Participant's account in the Register. Such service shall be provided free of charge to any Participant so requesting once in any financial year. The Pension Fund Manager may, with the approval of Employer, prescribe charges for servicing any additional requests. The details of charges, if any, shall be disclosed in the Offering Document or in any Supplementary Offering Document from time to time.

5.6.6 The Register shall, in respect of each Participant, shall contain the information required by or under the Rules, the Guidelines and such other information as may be specified by the Commission from time to time or required by the Pension Fund Manager and at the minimum, may contain the following information:

I. Registration Number;
II. Individual Pension Account Number;
III. Full names, father's name, residency status, CNIC number (in respect of Pakistani Nationals)/ NICOP number (in respect of Overseas Pakistanis), National Tax Number (NTN) if applicable and address of the participant;
IV. Date of Birth and Gender of the Participant;
V. Complete record of the amount of employee contribution and date of each contribution paid by the Employer;
VI. Date and Amount of the incoming and the outgoing transfers;
VII. The number of Sub-Funds Units Allocated and Standing in the name of the participant in the Individual Pension Account or Approved Income Payment Plan balances;
VIII. The date on which the name of every participant was entered in respect of the Sub-Fund Units standing in his/ her name;
IX. Tax/ Zakat status of the participant;
X. Next of Kin;
XI. Record of Specimen signatures of the Participant;
XII. Information on retirement of the participant and the payments made or to be made;
XIII. Information on death and transfer of account to heirs; and
XIV. Such other information as may be specified by the Commission, Employer or Pension fund Manager may require.

5.6.7 The Register shall be conclusive evidence as to the Units of Sub-Funds held in a Participant's Individual Pension Account or balances of the Participant's Approved Income Payment Plan.

5.6.8 Any change of address or status of any Participant shall forthwith be notified in writing to the Registrar who, upon being satisfied with the supporting evidence provided therefor, shall update the Register with the change.

5.6.9 The Participant or his successors (in case of death of the Participant), as the case may be, shall be the only persons to be recognized by the Trustee, the Pension Fund Manager and the Registrar as having any right, title or interest in or to the Units held by the Participant and the Trustee, the Pension Fund

Manager and the Registrar may recognize the Participant as the absolute owner thereof and shall not be bound by any notice to the contrary and shall not be bound to take notice of or to see to the execution of any trust, except where required by any court of competent jurisdiction.

5.6.10 Upon being satisfied that any Contribution has been received by the Trustee in cleared funds from Employer on behalf of the Participant , the Registrar shall, within one week (seven days) of the receipt of the Contribution, issue a receipt therefor together with an account statement, either physically or electronically, that shall constitute evidence of the number of Sub-Fund Units or Individual Pension Account or Approved Income Payment Plan balances registered in the name of the Participant and shall contain such other information as may be prescribed by the Commission/ Employer from time to time.

5.6.11 While making payment of the benefits from the Pension Fund to any Participant, the Pension Fund Manager shall ensure that adequate description of the reasons for the payment (for example, retirement, disability, death benefit) is mentioned in the Register.

5.6.12 The Pension Fund Manager shall ensure that the information on the Register shall remain accessible for three years after the last amount in relation to the Pension Fund payable to the Participant, to any other pension fund manager nominated by the Participant to which the Individual Pension Account has been transferred or to any heirs or nominated survivors of the Participant, has been paid.

5.7 Date of Retirement

5.7.1 Retirement age of an Employee shall be

(i) the date after Participant / Employee has completed twenty years of service qualifying for pension or other retirement benefits as the competent authority may, in public interest, direct; or

(ii) where no direction is given under clause (i) on the completion of the sixtieth year of his age.

(iii) or any date as defined in Punjab Civil Servant Act 1974.

The Pension Fund Manager shall send a notice to an Employee under intimation to the Employer at least thirty days before the date of retirement informing him/her the options available to him/her on retirement. The notice should be sent physically on the mailing address as well as electronically on email or cellular phone number. The Retirement Date of each Employee shall be the Date of Retirement confirmed by the Employer in writing in accordance with the term of employment with each Employee.

5.7.2 If an Employee suffers from any of the following disabilities, as mentioned in VPS Rules, 2005, which render the Employee unable to continue any employment and the Employee may, so elects, be treated as having reached the retirement age at the date of such disability and all the relevant provisions shall apply accordingly namely:

(a) loss of two or more limbs or loss of a hand and a foot;
(b) loss of eyesight;
(c) deafness in both ears;
(d) severe facial disfigurement;
(e) loss of speech;
(f) paraplegia or hemiplegia;
(g) lunacy;
(h) advanced case of incurable disease; or
(i) any injury, wound or disease resulting in a disability due to which the Employee is unable to continue any work or generate any income.

Subject to the requirement of the Rules, the Employer shall confirm any disability specified in Clause 5.7.2 happened with any Employee along with the mode of disbursement to such Employee**.** A doctor's assessment certificate confirming the said disability shall also be required to be submitted to the Pension Fund Manager.

5.8 Benefits on Retirement

On the date of retirement of an Employee or, if such date is not a Business Day, on the first Business Day following the date of retirement all of the Units held by him in his Individual Pension Account shall be redeemed at Net Asset Value of each Unit notified at close of that day and the proceeds realized thereby shall be credited to his Individual Pension Account in the lower volatility scheme,. The Employee shall then have the following options, namely:

a. withdraw up to 25% of the accumulated balance or such amount from his Individual Pension Account as specified in the Punjab Defined Contribution Pension Fund Rules; and

b. to use the remaining amount to purchase an annuity from ~~T~~Takaful Company or Pension Fund Manager, of his choice; or

c. to enter into an agreement with the Pension Fund Manager to withdraw from the remaining amount in monthly installments following the date of retirement according to an income payment plan approved by the Commission with a minimum tenure of at least 20 years or till his death, whichever is earlier..

d. the transfer of an individual income payment plan account from one Pension Fund Manager to another Pension Fund Manager or from one income payment plan to another income payment plan shall only take place once in a financial year and notice for the change, specifying the name of new Pension Fund Manager and the income payment plan shall be sent by the Employee at least seven working days before the effective date of the proposed change.

e. At the expiry of the Approved Income Payment Plan according to clause (c) above, the Employee shall have option to use the outstanding balance in his/her Individual Pension account to purchase an Approved annuity plan from an Insurance / Takaful Company or a pension fund manager, of his/her choice or buy an Approved income payment plan for another term or to withdraw the amount from his/her account subject to the conditions laid down in the Income Tax Ordinance, 2001. According to the rules, the annuity purchased may be single life, joint or survivor life, level (with or without guarantee period), increasing, and investment -linked and retail price index linked or with any additional features as may be offered by the Insurance/Takaful Companies or pension fund manager."

5.9 Withdrawal of Funds before Retirement

Subject to the provisions given in change of pension fund manager / pension fund, participant cannot withdraw any amount from his pension account before attaining the retirement age.

Participants upon leaving service before attaining the retirement age may, by informing the Punjab Pension Fund in writing, to opt to no longer be subject to Punjab Defined Contribution Pension

Scheme Rules, 2025 and transfer his pension account from the employer pension fund to another employer pension fund or withdraw accumulated balance in his pension account subject to VPS Rules, 2005 and other applicable laws.

5.10 Benefits on Death before Retirement

5.10.1 In case of death of a Participant before the date of retirement, all the Units of the Sub-Funds to his credit shall be redeemed at Net Asset Value notified at close of the day on which information of the Participant's death is given in writing to the Pension Fund Manager by the Punjab Pension Fund or any nominee, executor, administrator or successor of the deceased Participant or, if such day is not a Business Day, the first Business Day following such day, and the proceeds realized thereby shall be credited to the Participant's Individual Pension Account in the lower volatility scheme, or invest/ transfer in the Money Market sub-fund.

5.10.2 The total amount in the Individual Pension Account of the deceased Participant shall be divided among the nominated survivor(s) according to the succession certificate issued in accordance with law for the time being in force and each of the nominated survivor shall then have the following options, namely:

(a) Withdraw his share of the amount subject to the conditions laid down in the Income Tax Ordinance, 2001 (XLIX of 2001); or

(b) in accordance with the Rules, transfer his share of the amount into his existing Individual Pension Account with the Pension Fund Manager or his new Individual Pension Account or his income payment plan to be opened with the Pension Fund Manager; or

(c) if he is aged fifty-five (55) years or more, use his share of the amount to purchase an Approved Annuity Plan on his life from an Insurance/Takaful Company or

(d) if he is aged less than fifty-five (55) years, use his share of the amount to purchase a deferred Approved Annuity Plan on his life from an Insurance / Takaful Company, to commence when he reaches the age of fifty-five (55) years or later.
Payments at (c) and (d) above will be made directly by the Trustee to the Insurance / Takaful Company without tax deduction on the instruction of the Pension Fund Manager."

Payments at (c) and (d) above will be made directly by the Trustee to the Insurance/Takaful Company without tax deduction on the instruction of the Pension Fund Manager."

5.10.3 Death benefits paid to successors of an Employee under any group life cover taken out by the Employee as part of the Pension Fund shall be additional benefits payable to the survivor(s) successor(s).

5.10.4 After an Employee's death the only persons recognized by the Trustee and the Pension Fund Manager as having title to the Sub-Fund Units held in the deceased Employee's Individual Pension Account shall be the executors, administrators, survivors or successors of the deceased Employee.

5.10.5 Any person or persons becoming entitled pursuant to Clause 5.10.4 to any Sub-Fund Units in consequence of the death of any Employee may, subject as hereinafter provided, upon producing such evidence as to his title as the Trustee and Pension Fund Manager shall think sufficient, exercise rights under Clause 5.10.2; provided that the Pension Fund Manager or the Trustee shall not be liable or be involved in any manner whatsoever in any disputes among such executors, administrators, survivors or successors and/or the rest of the legal heirs or the legal representatives of the deceased Employee; provided further that all the limitations, restrictions and provisions of this Offering Document related to withdrawal of funds before retirement shall be applicable to withdrawals pursuant to Clause 5.10.2(a).

The maximum interval between the request for withdrawal of units and the payment of the proceeds shall not exceed six business days

5.11 Instructions from Employee(s)

All the instructions from an Employee or his, executors, administrators or survivors with regard to this Pension Fund shall be in writing or such other means as may be defined by the Pension Fund Manager.

5.12 Allocation Scheme

5.12.1 The Pension Fund Manager shall offer following Allocation Scheme to the Participants, through Sub-Funds of the **HBL Punjab Islamic Pension Fund** managed by the Pension Fund Manager. The risk profile of each Allocation Scheme shall vary and dependents on the percentage allocation of that Scheme in the various Sub Fund. Each Allocation Scheme being offered can have exposure to the following sub-Funds:

(a) HBL Punjab Islamic Pension Fund - Equity Active Sub Fund;
(b) HBL Punjab Islamic Pension Fund - Debt Sub Fund; and
(c) HBL Punjab Islamic Pension Fund - Money Market Sub Fund
(d) HBL Punjab Islamic Pension Fund - Equity Index Sub Fund

The Contributions received from any Employee shall be allocated amongst the Sub-Funds in accordance with the Allocation Scheme applicable on the employee or default allocation scheme as laid in the Second and third schedule of the Punjab Defined Contribution Pension Fund Rules, 2025 .

5.12.2 The Pension Fund Manager is offering the following Allocation Scheme to allocate the Contributions received from the Participants in the Sub-Funds:

(a) Life Cycle Allocation Scheme

This Allocation Scheme requires the Participants to allocate their contributions in a pre- planned allocation strategy as per their age. The younger the Employee, the higher the allocation towards equity market due to his/ her risk-taking ability with reference to long term horizon.

Age	Equity Index Sub-Fund	Equity Active Sub Fund	Combined Exposure to Equity	Debt / Money Market Sub-Fund
For the period of 3 years from date of account opening	0%	0%	0%	100% (Money Market Sub-Fund Only)
Up to 30 years	Max 50%	Max 25%	Max 50%	Min 50%

Age	Equity Index Sub-Fund	Equity Active Sub Fund	Combined Exposure to Equity	Debt / Money Market Sub-Fund
Upto 40 years	Max 40%	Max 20%	Max 40%	Min 60%
Upto 50 years	Max 30%	Max 15%	Max 30%	Min 70%
Upto 60 years	Max 20%	Max 10%	Max 20%	Min 80%

(b) Default Asset Allocation Scheme

In the event no choice is made by the Employee, a Pension Fund Manager, keeping in view the profile and age of the Employee, shall allocate the Contributions to the default Asset Allocation Scheme as follows

Age	Equity Index Sub-Fund	Equity Active Sub Fund	Debt Sub Fund	Money Market Sub-Fund
For the period of 3 years from date of account opening	0%	0%	0%	100%
Up to 30 years	30%	10%	30%	30%
Upto 40 years	20%	10%	30%	40%
Upto 50 years	15%	5%	20%	60%
Upto 60 years	10%	0%	10%	80%

5.12.3 Currently, as per the arrangement between Employer and Pension Fund Manager, the Participants are allowed to choose in accordance with Life Cycle Scheme as given in clause (a) above or in the event no choice is made by the Employee the Pension Fund Manager shall allocate his contribution to the Default Asset Allocation Scheme as given in clause (b) above. At a later stage, Participants may be given option to choose other Allocation schemes subject to approval by Employer.

5.12.4 If Pension Fund Manager want to provide additional allocation schemes or products, it may do so subject to the approval of the Commission and the Employer.

5.12.5 Subject to Clause 5.12.3, the Employee shall have the option to change selection of Allocation Scheme to another Allocation Scheme being offered by the Pension Fund Manager as and when required till retirement. However, under Punjab Defined Contribution Pension Fund Rules, 2025, for the first three years of contribution by or on behalf of the employee, such contribution shall remain invested in Money Market sub-fund(s).

5.12.6 Subject to Clause 5.12.3, the form for the change in Allocation Scheme shall be provided to the Pension Fund Manager by the Employee or in such form as may be acceptable to the Pension Fund Manager. On the relevant date, the Units shall be reallocated in accordance with the new Allocation Scheme and any subsequent allocations and reallocations shall be made according the new selected Allocation Scheme.

5.12.7 As a part of the Prescribed Application Form, each Employee shall provide an undertaking that Employee has no objection to the investment/allocation policy determined by the

Employer and/ or the Commission and offered by the Pension Fund Manager and Employee is fully aware of the associated risks of Allocation Scheme.

5.13 Allocation among the Sub-Funds

5.13.1 Each Employee will in turn be the holder of Units of the Sub-Funds in proportions determined in accordance with the applicable Allocation Scheme for the Employee.

5.13.2 The Pension Fund Manager shall manage the equity allocation within the prescribed limits of the scheme using various investment management tools. Increase or decrease in allocation to the Debt Sub Fund (normally higher-yielding than money market investments) in preference to the Money Market Sub Fund (normally lower risk and lower return investments) will be based on anticipated profit rates movements and risk-reward benefit of underlying debt instruments.

Provided that the Pension Fund Manager is permitted to place the seed capital i.e. Rs. 0.5 million of each Equity, Equity Index and Debt sub-funds in separate bank for the first three years from the date of launch of the Pension Fund.

5.13.3 The Pension Fund Manager will make reallocation of the Sub-Fund Units between the Sub-Funds at least once a year after the expiry of initial three years from the date of initial contribution by an Employee to ensure that the allocations of Sub-Fund Units of all the Participants are according to the percentages applicable to each Participant.

5.14 Allocation Policy

5.14.1 For the first three years from the date of opening of the Participants' Individual Pension Account (regardless of age); 100% contributions shall be allocated to the Money Market sub-fund only.

5.14.2 Individual Pension account can be subject to pledge, lien or encumbrance against the loan or advance given by the employer to the employee.

5.14.3 Each Employee shall provide an undertaking when establishing their Individual Pension Account or when selecting or deemed to be selecting an Allocation Scheme that they have no objection to the Investment Policy and the Approved Allocation Policy and that they are fully aware of the risks associated with the Allocation Scheme selected by them.

5.14.4 The criteria of allocations may be subject to changes and modifications from time to time in accordance with the changes prescribed by the Employer or the Investment Policy and the Prescribed Allocation Policy. All such changes shall be announced through Supplementary Offering Documents

5.15 The Method of Determining Net Assets value of the Pension Fund

Net Assets of the Pension Fund will comprise of the Net Assets of all the Sub Funds, Individual Pension Account, Approved Income Payment Plan, and any other assets in any other account related to the Pension Fund.

Net Asset Value of the Unit of each Sub-Fund shall be calculated on the basis of the Sub Fund's total Net Asset divided by the number of outstanding Units in that Sub-Fund.

NET ASSET VALUE OF SUB FUNDS: Net asset value in relation to a Sub-Fund means the excess of total value of assets over total value of liabilities of the Sub -Funds. The values of assets and liabilities will be computed in the manner specified in the Regulations or as may be specified

by the Commission from time to time. Such sum shall be rounded off to the nearest four decimal places.

5.16 Frequency of Valuations of the Net Assets value and Dealings etc;

5.16.1 The valuation of the Sub-Fund Units will be carried out on each Business Day and any other day determined by the Pension Fund Manager.

5.16.2 The valuation shall be conducted as at the close of a Business Day.

Contributions from Participants and requests for withdrawals and transfer to other pension fund manager will be received on all Business Days. The Mode of Announcement of Net Asset Value and unit price

The Net Asset Value of Units determined by the Pension Fund Manager shall be made available to the eligible persons at office of the Pension Fund Manager. The Pension Fund Manager shall make it available on its website and communicate to the Employer for its dissemination on Employer's portal/platform.

Any sum or Unit price computed under this Offering Document shall be rounded to the nearest four decimal places

5.17 Payment of Proceeds on Withdrawals and Transfers

5.17.1 The amount payable on withdrawal shall be paid to the Employee or, in accordance with the constitutive documents, to Employee's successors, survivors executors, or administrators by crossed cheque, pay order, banker cheque or transfer to their designated banker or Takaful Company or the Pension Annuity Fund or any other pension fund, as the case may be, provided that the documents are complete and have been found as satisfactory, not later than the sixth (6th) Business Day from the date of presentation of the duly completed "withdrawal Form" at any Authorized Branch.

5.17.2 In the event that any withdrawal request or request to transfer the whole or any part of a Employee's Individual Pension Account is incomplete in any respect, the Pension Fund Manager or the Registrar shall inform the Employee of the discrepancies within one week of the receipt of the request. The payment shall not be made unless all discrepancies have been removed.

5.17.3 In the event requests for transfer or withdrawal from the Pension Fund would result in withdrawal of Units on any day in excess of ten per cent (10%) of the issued Units of any Sub-Fund, the transfer or withdrawal requests so in excess may be deferred in accordance with the procedure set out in clause 5.21 of this Offering Document.

5.17.4 The receipt of an Employee or, in accordance with the Constitutive Document, of the Employee executors, administrators, survivors or successors, or banking documents showing transfer to the Employee or, in accordance with the Constitutive Document, to the Employee executors, administrators, survivors or successors, or in accordance with their instructions to any designated banker, Takaful Company or another pension fund, as the case may be, or proof of issue of a cheque and its mail to the Employee's or, in accordance with the Constitutive Document, to the Employee executors', administrators' or successors' address for or of any moneys payable in respect of the Employee's Individual Pension Account shall be a good discharge to the Trustee and the Pension Fund Manager in respect of such moneys.

5.17.5 The method for payment of proceeds shall be subject to change due to any changes prescribed by the Commission under the Rules and such changes shall be deemed to become part of the Constitutive Document without the need to execute any Supplementary Offering Document.

5.18 Withholding Tax

The Trustee on the advice of the Pension Fund Manager shall withhold any tax or tax penalty from payments to the Participants or, in accordance with the Constitutive Document, to their executors, administrators, survivors or successors, as the case may be, applicable under the Income Tax Ordinance, 2001 and shall deposit the same in the Government treasury..

5.19 Dealing, Suspension, and Deferral of Dealing

5.19.1 Temporary Change in the Method of Dealing 'Or' Suspension of Dealing

Under the circumstances mentioned in the Offering Document, the Pension Fund Manager may request the Trustee to consent to a temporary change in the method of dealing in Units of all or any of the Sub-Funds. The Pension Fund Manager may, at any stage with the consent of the Trustee and intimation to the Commission and Employer, suspend the dealing of Units and for such periods it may so decide. Such suspension shall be immediately communicated to the Employer and the Participants through publication on the website of Pension Fund Manager.

5.19.2 Suspension of Fresh Issue of Units

The Pension Fund Manager may under intimation to the Commission, at any time, subject to the Rules / the Regulations and under intimation to the Trustee, suspend acceptance of all or any class of Contributions and suspend the issue of fresh Units in relation to such Contributions; provided that any such suspension shall not affect making of Contributions by the existing Participants. The Pension Fund Manager shall immediately notify the Employer and Commission if dealing in Units as specified herein is suspended

5.19.3 Refusal to Accept the Contributions

The Pension Fund Manager may at any time refuse to accept any Contribution in any of the following cases:

(a) In case the contribution is contrary to the Know-Your-Customer (KYC) rules or policy of the Pension Fund Manager or any other Applicable Laws relating to money laundering that the Pension Fund may be subject to or that the Pension Fund Manager may frame for self-regulation;

(b) In case the contribution is made by an applicant who has not provided a valid CNIC or NICOP Number;

(c) If advised by the Employer/Commission to do so.

5.19.4 Suspension of withdrawal of Units/ Withdrawal of Funds

The Pension Fund Manager may with the consent of the Trustee and intimation to the Commission and Employer suspend withdrawal from any of the Sub Funds during:

(a) Extraordinary circumstances including war (declared or otherwise), natural disasters, a major breakdown in law and order, breakdown of the communication system, closure of Stock Exchange on which any of the Securities invested in by the Pension Fund are listed, closure of banking system or strikes or other events that render the Pension Fund Manager unable to function;

(b) The existence of a state of affairs, which in the opinion of the Pension Fund Manager, con-

stitutes an emergency as a result of which disposal of any Investment would not be reasonably practicable or might seriously prejudice the interests of the Pension Fund or of the Participants;

(c) Break down in the means of communication normally employed in determining the price of any Investment; or

(d) When remittance of money cannot be carried out in reasonable time and if the Pension Fund Manager is of the view that it would be detrimental to the remaining Participants to with draw Units at a price so determined in accordance with the Net Asset Value (NAV); and

(e) Execution of withdrawal of Units on any Dealing Day would result in more than ten percent (10%) of the issued Units of any Sub-Fund being with draw; provided that any suspension or deferral of withdrawal of Units shall not affect any Approved Income Payment Plans.

The Pension Fund Manager may announce, with the consent of the Trustee and intimation to the Commission and the Employer, a suspension or deferral of withdrawal and such a measure shall be taken to protect the interest of the Participants in the event of extraordinary circumstances or in the event withdrawal requests accumulate in excess of ten (10) per cent of the Units of the pertinent Sub-Fund in issue or ten (10) per cent of the pertinent Sub-Fund's NAV. In the event of a large number of withdrawal requests accumulating, the requests may be processed in a Queue System and under extreme circumstances the Pension Fund Manager may decide to wind up the Pension Fund by transferring the assets and records to another Pension Fund Manager with the Prior consent of the Employer and approval of the Commission.

Such suspension or queue system shall end on the day following the first Business Day on which the conditions giving rise to the suspension or queue system shall in the opinion of the Pension Fund Manager have ceased to exist and no other condition under which suspension or queue system is authorized under the Constitutive Documents exists. In case of suspension and invoking of a queue system and end of suspension and queue system the Pension Fund Manager shall immediately notify the Commission, the Employer and the Trustee and also inform to Participants through its website.

5.20 Queue system

If the Pension Fund Manager suspends or defers the withdrawal of Units of any Sub Fund, the Pension Fund Manager shall invoke a queue system whereby withdrawals initiated for the affected Units shall be processed on first come- first-served basis for such of the affected Units as do not exceed ten percent (10%) of the issued Units of the relevant Sub-Fund. Where it is not practical to determine the chronological ranking of any initiated withdrawals in comparison to other withdrawals initiated on the same Business Day, such initiated shall be processed on a proportional basis proportionate to the size of each initiated withdrawal. Withdrawals of Units in excess of 10% of the issued Units of the relevant Sub-Fund shall be treated as initiated on the next Dealing Day; provided that if the carried over withdrawals or the carried over withdrawals together with the fresh withdrawals initiated on such next Dealing Day together exceed ten per cent (10%) of the issued Units of the relevant Sub Fund, such withdrawals shall once again be processed on a first-come-first-served basis and the process for withdrawals Units shall be repeated and shall continue till such time the outstanding initiated withdrawals come down to a level below ten percent (10%) of the then issued Units of the relevant Sub Fund.

5.21 De-authorization and winding up of the Pension Fund

5.21.1 The duration of the Pension Fund shall be perpetual and shall not be wound up by way of liquidation.

5.21.2 If the Pension Fund Manager does not wish to maintain the authorization of the Pension Fund, it shall immediately give a three months' notice to the Employer, the trustee and the Participants and after due acknowledgement of the same by the Employer, shall apply to the Commission to de-authorize the Pension Fund Participants, subject to such other conditions as may be prescribed by the Employer in the Agreement, Rules and/or the Regulations.

5.21.3 In the event the Pension Fund Manager is of the view that the quantum of withdrawal requests that have built up shall result in the Sub-Funds or the Pension Fund being run down to an unmanageable level or it is of the view that the sell-off of assets is likely to result in a significant loss in value for the Participants who are not withdrawing, it may apply to the Commission to de-authorize the Pension Fund and inform the Employer immediately. In such an event, the queue system, if already invoked, shall cease to apply.

5.21.4 The Pension Fund may also be de-authorized by the Commission under intimation to the Employer on the grounds provided in the Rules and/or the Regulations.

5.21.5 Upon the Pension Fund being de-authorized, the Pension Fund Manager shall suspend receiving contributions forthwith from any of the Participants from the date of issue of the notice under this clause, proceed to transfer all the records of Individual Pension Accounts and books of accounts of the Pension Fund to another pension fund manager.

5.21.6 The Trustee shall ensure that accounts of the Pension Fund till the day of the transfer to the new Pension Fund Manager are audited by the Auditor of the Fund and the audit report is submitted within one month from the date of such appointment, to the Employer and Commission, the new pension fund manager and the trustee (in case of any new appointment). The Trustee with the prior approval of the Employer shall decide the cost of such interim audit and the same shall be charged to the Pension Fund with the prior approval of the Commission.

5.21.7 Once the Pension Fund has been de-authorized by the Commission, the Pension Fund Manager may, after transferring all the records of Individual Pension Accounts and books of accounts of the Pension Fund to the new pension fund manager, wind up the Pension Fund under the provisions of the Rules and/or the Regulations and/or in the court of jurisdiction.

5.22 Features of Takaful in the Pension Fund

The Pension Fund shall offer Takaful Policy to each Employee (after launch of the Fund) subject to the conditions agreed with the Employer. The premium/ contribution/ charges paid to the Takaful

companies to cover the Takaful Policy may be charge to the Pension Fund Benefits offered under the Takaful plan are as follows:

Death / Permanent Total Disability before attaining retirement age

Insured Event	Group Takaful Benefit
Death/Permanent Disability before attaining Retirement Age	PKR 1,000,000/-
In Case of Accidental Death before attaining Retirement Age	PKR 2,000,000/-

Provided further that the Group Life Takaful benefit limit specified above shall be subject to annual indexation upto 10% for all employees, both those previously insured and those joining within the year and rounded up to the nearest PKR one thousand

In this regard, the Takaful pricing, indexation, the selection of the Takaful company(s), and other related arrangements and modalities shall be finalized through mutual agreement among PFM via MUFAP, the Finance Department, GoPb, and the Punjab Pension Fund.

Note: It is clarified that no financial, administrative, or legal implications shall arise on the PFM and Pension Fund in relation to the insurance / takaful benefit until the Finance Department, in coordination with the Punjab Pension Fund and MUFAP, finalizes the insurance arrangement and it becomes fully operational.

Complete details of Takaful benefits will be shared with the Employer and on the website of the Pension Fund Manager.

6 FEES, CHARGES AND EXPENSES

Subject to the maximum limit of Total Expense Ratio agreed between the Government of Punjab (the "Employer") and the "Pension Fund Manager" in the Agreement, the Total Expense Ratio of the Pension Fund shall be computed and disclosed by the Pension Fund Manager in the following manner on its website and on the website of Mutual Funds Association of Pakistan (MUFAP) along with communication to the Employer:

(a). Total Expense Ratio, excluding Takaful charges and Government taxes and levies;

(b) Total Expense Ratio, including Takaful charges but excluding Government taxes and levies; and

(c)Total Expense Ratio, including Takaful charges as well as Government taxes and levies.
Total Expense Ratio, excluding Takaful charges and Government taxes and levies, of each Pension Fund, managed by the Pension Fund Manager, shall be subject to the maximum limit as specified in Agreement and disclosed below:

Total Asset Under Management (AUM) with a single Pension Fund Manager Relating to GoPb employees	**Maximum Total Expense Ratio excluding Takaful charges and government taxes and levies (as % of average daily net assets)**				**Takaful charges (as % of average daily net assets)**
	Money Market Sub-	**Debt Sub-Fund**	**Equity Index Sub-**	**Equity Active Sub-Fund**	

	Fund		Fund		
Upto PKR 10 billion	0.75%	0.75%	1.00%	1.75%	To be charged on actual basis to the Participants accounts as per the limits and pricing mutually decided by the Punjab Govt. and PFM
Greater than PKR 10 billion upto PKR 20 billion	0.70%	0.70%	0.95%	1.70%	
Greater than PKR 20 billion upto PKR 30 billion	0.60%	0.60%	0.85%	1.60%	
Greater than PKR 30 billion	0.50%	0.50%	0.75% |	1.50%	

Provided that the reduction in maximum limit of Total Expense Ratio excluding Takaful charges and government taxes and levies, contingent upon increase in AUM, shall be applicable to the aggregate AUM of the PFM relating to employees of the GoPb under the terms of the Agreement.

6.1 Front End Fee

The Pension Fund Manager shall not deduct any sales load or other transaction charges, by whatever name called, in respect of the contributions into, or withdrawals from the Pension Fund.

6.2 Remuneration of Pension Fund Manager

The Pension Fund Manager shall be entitled to remuneration for its services out of the Trust Property by way of an annual management fee. The current level of management Fee is disclosed in the Annexure C-1 to the Offering document and shall be subject to the maximum limit specified in the Agreement executed among the Pension Fund Manager and the Employer within the allowed expense ratio limit as per regulations.

6.2.1 The remuneration due to the Pension Fund Manager shall be accrued on daily basis and paid on monthly basis, within fifteen (15) Business Days after the close of each month.

6.2.2 The Pension Fund Manager shall be responsible for the payment of all expenses it incurs from time to time in connection with its responsibilities as Pension Fund Manager. Pension Fund Manager shall not make any charge against the Participants or against the Fund Property or against any individual pension account for its services or for its expenses, except such expenses as are expressly allowed under the agreement between Pension Fund Manager and the Employer and authorized under the provisions of the Rules, Regulations and the constitutive documents to be payable out of Fund Property. In consideration of the foregoing and save as aforesaid and as provided the Pension Fund Manager shall be responsible for the payment of all expenses incurred by the Pension Fund Manager from time to time in connection with its duties as Pension Fund Manager of the Trust. The Pension Fund Manager shall also bear all expenditures in respect of its secretarial and office space and professional management, including all accounting and administrative services provided in accordance with the provision of the constitutive documents. In the event that a Pension Fund Manager erroneously makes an incorrect charge, The Pension Fund Manager shall credit the incorrectly charged amount to the respective Sub-Funds, at its own expense.

6.2.3 The remuneration shall begin to accrue from the date of payment in full for all the Seed Capital Units subscribed by the Seed Investors in such manner as to achieve compliance with the undertaking given to the Commission by the Pension Fund Manager pursuant to the Rules (the **"Contribution Date"**). In respect of the first and the last Accounting Periods, such remuneration shall be prorated on the basis of the actual number of days during such period for which such remuneration has accrued against the total number of days during such period.

6.3 Remuneration of the Trustee

6.3.1 The Trustee shall be entitled to a monthly remuneration out of the Fund Property based on an annual tariff of charges annexed hereto **(Annexure "A-2"**), which shall be applied to the average daily Net Assets of the Pension Fund during such calendar month.

6.3.2 Such remuneration shall be paid to the Trustee in arrears within fifteen Business Days after the end of each calendar month.

6.3.3 The Trustee shall bear all expenditures in respect of its secretarial and office space and professional management, in accordance with the provisions of the Constitutive document.

6.3.4 The remuneration shall begin to accrue from the date of payment in full of the Seed Capital units subscribed by the Seed Investors. For any period, other than a full calendar month such remuneration will be prorated on the basis of the actual number of days for which such remuneration has accrued for the total number of days in the calendar month concerned.

6.3.5 In consideration of the foregoing and save as aforesaid the Trustee shall be responsible for the payment of all expenses incurred by the Trustee from time to time in connection with their duties as Trustee of the Trust. The Trustee shall not make any charge against the Employee(s) or against the Trust Property or against the Distribution Account for their services or for their expenses, except such expenses as are expressly authorized to be paid out of the Trust Property under the provisions of the Rules, Regulations and the constitutive document.

6.3.6 Any change in the remuneration of the Trustee agreed to by the Pension Fund Manager shall require the prior approval of the Commission.

6.4 Formation Cost

Formation Costs as agreed with the employer, not exceeding 1.5 % of the Seed Capital of each Sub-Fund, can be charged to the Pension Fund and shall be amortized over a period of five years and shall not include any marketing, sales, promotional or educational, communication or any form of advertisement cost. Formation Costs, including expenditure incurred in connection with the establishment and authorization of the Pension Fund, shall be borne by the Pension Fund, paid to the Pension Fund Manager within the first three months of complete receipt of proceeds against Seed Capital Units subscribed by the PFM and amortized over a period of five years.

6.5 Other expenses

Other expenses subject to maximum total expense ratio that shall be chargeable to the Pension Fund in accordance with this clause and clause 6.6 may include:

(a) brokerage and transaction costs solely related to investment purchases and sales of the Trust Property;
(b) legal costs incurred in protecting the interests of the Pension Fund or the collective interest of the Participants;
(c) bank charges and financial costs related to financing for withdrawals or transfers in relation to the Pension Fund as permissible under the rules/regulations,
(d) audit fees in relation to the Pension Fund and out of pocket expenses as billed by them;
(e) annual fee payable to the Commission but not any fines, charges, sanctions or penalties asserted by the Commission against the Pension Fund Manager or any of its related companies, in each case in relation to the Pension Fund;
(f) Taxes, fees, duties if any, applicable to the Pension Fund on its income, turnover, assets and/or its properties including the Sales Tax levied on Services offered by Pension Fund Manager (for management of Fund), if any, but not any fines, charges, sanctions or penalties asserted by the

Commission against the Pension Fund Manager or any of its related companies in relation to the Pension Fund;

(g) charges and levies of stock exchange, national clearing and settlement company and custody charges, including Central Depositary Company of Pakistan Limited charges, if any;

(h) All expenses incurred by the Trustee in effecting the registration of all registerable property in the Trustee's name.

(i) custody and Takaful costs relating to the safekeeping of the physical gold in the vault(s) for Commodity Funds

(j) Shariah Advisor fee

(k) Any amount which the Shariah advisor may declare to be Haram and to be paid to charity

(l) any other expense or charge as may be allowed by the Commission.

6.6 Fees, Charges, Costs, etc. To be charged to the Sub-Funds

6.6.1 The Pension Fund Manager's management fee and the Trustee's remuneration shall be charged each Sub Fund in proportion to the Net Assets of each Sub-Fund.

6.6.2 Formation Cost shall be divided equally among all the Sub-Funds.

6.6.3 Brokerage and transaction costs, bank charges and financial costs, custody charges and Taxes, and all direct expenses of Sub Fund, shall be charged to the pertinent Sub-Funds. Legal costs, audit fees and annual fees payable to the Commission and any other common expenses in accordance with the Rules and Regulations, shall be charged to the pertinent Sub-Funds in proportion to their respective Net Assets.

7 INVESTMENT POLICY, RESTRICTIONS, RISK DISCLOSURE AND DISCLAIMER

7.1. Objective of the HBL Punjab Islamic Pension Fund

The objective of the Fund is to provide Participants with an individualized, funded (based on defined contribution) as well as flexible pension scheme which is managed by professional investment managers to assist them to plan and provide for their retirement.

7.2. Investment Policy of the Pension Fund

7.2.1 The Pension Fund Manager shall invest assets of the Pension Fund in those securities which are declared eligible by the Commission.

7.2.2 The Pension Fund Manager shall make investment of the Pension Fund in a transparent, efficacious, prudent, sound and shariah compliant manner. and If the Fund or its Sub Funds, earn any income that is declared to be haram by Shariah Advisor, the same is to be paid to the approved charity institutions. The Pension Fund will initially consist of four Sub Funds.

7.2.3 Prior to the Contribution Date, the Trustee shall hold the Trust Property in respect of each Sub-Fund in cash in a separate account for each Sub-Fund with a Islamic Bank or Islamic window of Conventional bank having at least the minimum rating by a credit rating agency as specified by the Commission or shall invest such cash in short term shariah compliant money market investments, as advised by the Pension Fund Manager. Any income from such investments shall accrue to the Sub Fund to which it pertains. After the Contribution Date all cash shall be invested by the Trustee strictly in compliance with the Investment Policy at the direction of the Pension Fund Manager, in Authorized Investments.

7.2.4 All the investments of the Pension Fund shall be strictly in compliance with the Prescribed Investment Policy (subject to relaxations if any, granted by the Commission from time to time).

Subject to prior approval of the Commission and Shariah Advisor, the Pension Fund may invest in foreign Shariah Compliant securities issued, listed or otherwise and traded outside Pakistan on such terms, guidelines and directions as may be prescribed by the Commission and the State Bank of Pakistan from time to time.

7.3. Investment Objective and Investment Policy of the HBL Punjab Islamic Pension Fund - Equity Active Sub Fund

7.3.1 The Investment Objective of the Equity Active Sub Fund of the Pension Fund is to earn returns from investments in Pakistani Capital Markets.

7.3.2 The Investment limits of the Equity Active Sub Fund are determined by the Commission. However, in line with the permission granted by the Commission, the Pension Fund Manager shall place the seed capital amount of equity active sub fund in a separate bank account instead of compliance with the following requirements for first three years from the date of launch of the Pension Fund. The current Investment policy/limits for equity active sub-fund as stated below:

(a) Assets of Equity Active Sub-fund shall be invested in shariah compliant equity securities which are listed on a Stock Exchange or for the listing of which an application has been approved by a Stock Exchange and Equity Active sub-fund shall be eligible to invest in units of shariah compliant Real Estate Investment Trusts and shariah compliant Exchange Traded Funds provided that entity/sector/group exposure limits as prescribed are complied with;

(b) At least ninety percent (90%) of Net Assets of Equity Active Sub-fund shall remain invested in shariah compliant listed equity securities during the year based on rolling average investment of last ninety (90) days calculated on daily basis;

(c) Pension fund manager may make investment maximum up to 5% of net assets of Equity Active Sub-Fund in units of shariah compliant Private Equity and Venture Capital Funds registered under Private Funds Regulations 2015;

(d) Pension fund manager may make investment maximum up to 10% of net asset; of Equity Active Sub-Fund in public offering and pre-initial public offering of equity securities;

(e) Investment in equity securities of any single company shall not exceed ten percent (15%) of Net Assets of Equity Active Sub-Fund or paid-up capital of that single company, whichever is lower;

(f) Pension fund manager may invest up to thirty five percent (35%) or the index weight, whichever is higher, subject to maximum of forty (40%) of net assets of an Equity Active Sub-Fund in equity securities of companies belonging to a single sector as classified by Pakistan Stock Exchange;

(g) Pension Fund Manager may invest any surplus (un-invested) funds in shariah compliant government securities having less than one-year time to maturity or keep as deposits with scheduled Islamic commercial banks which are rated not less than "A"; and

(h) Pension Fund Manager shall ensure that the investment in equity securities of the following companies shall not exceed 10% of the net assets of the equity active sub fund on monthly average basis:

a. Company is not traded on regular trading counter of the Pakistan Stock Exchange;
b. The minimum free float of the company is less than 15% of total outstanding shares; Provided that this clause shall not be applicable on equity securities which are part of KMI-30

index at the time of investment. However, in case an equity security is subsequently excluded from KMI-30 index, the Pension Fund Manager shall rebalance the portfolio and ensure compliance within six months of such index recomposition.

c. The securities of the company are traded less than 50% of the total trading days during the last six months or from the date of listing as the case may be;
d. Company's paid up capital is fully eroded owing to accumulated losses as per the annual audited account or half yearly limited scoped reviewed accounts, whichever is latest.
e. The Pension Fund Manager shall not invest the Net Assets of the Equity Active Sub Fund in any company against which winding-up proceedings have been initiated and/ or a qualified opinion on the going concern assumption has been issued by its statutory Auditor.

For this purpose, the following events shall be considered as winding-up events;

I. A show cause notice for winding-up has been issued to the company by the Commission.

II. Winding-up petition is filed by creditors with a claim equivalent to at least 10% of the equity of the company as per latest accounts.

III. Winding-up petition is filed by the shareholders who own at least 10% of the company's paid-up capital.

f. Voluntary winding-up proceedings have commenced through passing of special resolution.

7.4. Investment Objective and Investment Policy of the HBL Punjab Islamic Pension Fund - Debt Sub Fund

7.4.1 The investment objective of the Debt Sub Fund is to earn returns from investments in debt markets of Pakistan, thus incurring a relatively lower risk than equity active sub fund.

7.4.2 The Investment limits of the Debt Sub Fund are determined by the Commission. However, in line with the permission granted by the Commission, the Pension Fund Manager shall place the seed capital amount of debt sub fund in a separate bank account instead of compliance with the following requirements for first three years from the date of launch of the Pension Fund. The current Investment policy/limits for debt sub-fund as stated below:

(a) The Debt Sub-fund shall consist of shariah compliant government securities, cash in bank account, money market placements, deposits, certificate of deposits (COD), certificate of musharakas (COM), TDRs, Islamic commercial paper, Sukuk or any other Islamic mode of placement, reverse repo, deposits/placements with shariah compliant Microfinance Banks and any other approved shariah compliant debt/money market security issued from time to time;

(b) Rating of any security in the portfolio shall not be lower than A+;

(c) Rating of any bank and DFI with which funds are placed should not be lower than A+;

(d) Rating of any NBFC and Modaraba with which funds are placed shall not be lower than AA;

(e) At least 25% of the net assets shall be invested in deposit with scheduled Commercial banks (excluding TDRs) or government securities not exceeding 90 days' maturity;

(f) Exposure to any single entity shall not exceed 15% of net assets of debt sub fund;

(g) Exposure in debt security of an entity shall not exceed 15% of net assets for debt sub fund or 10% of size of the issue of that debt security, whichever is lower;

(h) The limits specified in clause (f) and (g) above are applicable to all securities mentioned other than the securities issued by Federal Government;

(i) Exposure to securities issued by entities of a single sector shall not exceed twenty five percent (25%) of Net Assets of Debt Sub-fund;

(j) A pension fund manager shall not place funds (including TDR, PLS Saving Deposit, COD, COM, COI and money market placements) of more than 25% of net assets of debt sub-fund with all shariah compliant microfinance banks, non-bank finance companies and Modarabas;

(k) The weighted average time to maturity of Debt Sub-fund shall not exceed five (5) years and this condition shall not apply to securities issued by the Federal Government; and

(l) Rating of shariah compliant microfinance banks with which funds are placed shall not be lower than A+

7.5. Investment Objective and Investment Policy of the HBL Punjab Islamic Pension Fund - Money Market Sub Fund

7.5.1 The Investment Objective of the Money Market Sub-Fund is to earn returns from investments in Money Markets of Pakistan, thus incurring a relatively lower risk than debt sub fund.

7.5.2 The Investment limits of the Money Market Sub Fund are determined by the Commission. The current Investment policy/limits for money market sub-fund as stated below:

(a) Investment avenues – shariah compliant government securities, cash and near cash instruments which include cash in bank accounts (excluding TDRs), , money market placements, deposits, certificate of deposits (COD), certificate of musharakas (COM) or any other mode of placement, TDRs, Islamic commercial papers, reverse repo;

(b) Rating of any security in the portfolio shall not be lower than AA;

(c) Rating of any bank and DFI with which funds are placed should not be lower than AA;

(d) Rating of any NBFC and Modaraba with which funds are placed shall not be lower than AAA;

(e) At least 10%, of the net assets shall be invested in deposit with scheduled commercial bank (excluding TDRs) or government securities not exceeding 90 days' maturity;

(f) Exposure to any single entity shall not exceed 15% of net assets for money market sub fund;

(g) Exposure in security of entity shall not exceed 15% of net assets for money market sub fund or 10% of size of the issue of that security;

(h) The limits specified in clause (f) and (g) above are applicable to all securities mentioned other than the securities issued by Federal Government;

(i) Exposure to securities issued by entities of a single sector shall not exceed twenty five percent (25%) of Net Assets of a money market Sub-fund;

(j) A pension fund manager shall not place funds (including TDR, PLS Saving Deposit, COD, COM, COI and money market placements) of more than 25% of net assets of money market

sub-fund with all shariah compliant microfinance banks, non-bank finance companies and Modarabas;

(k) The weighted average time to maturity of assets of a Money Market Sub-fund shall be up to one (1) year, and

(l) Time to maturity of any asset in the portfolio of Money Market Sub-fund shall not exceed six (6) months except in case of Shariah Compliant Government Securities such as Government Ijarah Sukuks which may be up to five (5) years.

7.6. Investment Objective and Investment Policy of the HBL Punjab Islamic Pension Fund - Equity Index Sub Fund

a) In line with the permission granted by the Commission, the Pension Fund Manager shall place the seed capital amount of equity index sub fund in a separate shariah complaint bank account instead of compliance with the following requirements for first three years from the date of launch of the Pension Fund.
b) The Investment Objective of the Equity Index Sub-Fund is to provide investors an opportunity to track closely the performance of the KMI -30 by investing in companies of the Index in proportion to their weightages.
c) The Equity Index Sub-fund shall strive to remain fully invested in accordance with the stated index, however, under no circumstances shall it be invested less than 85% of its net assets in securities covered in the index or its subset during the year based on monthly average investment calculated on a daily basis. The un-invested amount shall be kept in cash and/or near cash instruments where near cash instruments include cash in bank account (excluding TDRs), and Shariah Compliant Government Securities not exceeding 90 days maturity;
d) Exposure to securities issued by entities of a single sector shall not exceed weight of sector in the index or its subset; and
e) Exposure to any security shall not exceed weight of security in the index or its subset.

Performance Benchmark

Performance Benchmark shall be determined in accordance with the directive of the Commission.
Performance Benchmark of Index Sub- Fund shall be return of KMI -30. Index Sub fund may select an index (or a subset thereof) established by a recognized independent third party;

Money Market Sub Fund	90% three (3) months PKIRV rates+ 10% three (3) months average of the highest rates on savings account of three (3) AA rated scheduled Islamic Banks or Islamic windows of conventional banks as selected by MUFAP.
Debt Sub Fund	75% Twelve (12) months PKIRV + 25% six (6) months average of the highest rates on saving account of three (3) AA rated schedule Islamic banks or Islamic windows of conventional banks as selected by MUFAP.
Equity Active Sub Fund	KMI – 30 Index (Total return index)
Equity Index Sub Fund	Return of the shariah compliant index being tracked by the PFM (Total return based).

7.7 Investment Restrictions

7.7.1 The Fund Property shall be subject to such exposure limits as are provided in the Rules, the Regulations and Circulars subject to relaxations granted by the Commission from time to time.

7.7.2 The Fund shall not at any time:

(a) merge with, acquire or take over management of any other pension fund or pension fund manager unless it has obtained the prior approval of the Commission in writing for such merger, acquisition or takeover;

(b) pledge any of the securities held or beneficially owned by the Pension Fund except for the benefit of the Pension Fund;

(c) Purchase from or sell any security to any connected person or employee except with the approval of its Board of Directors in writing and consent of the Trustee

(d) participate in a joint account with others in any transaction; except for placement of orders under a single Universal Identification Number (UIN) subject to mechanism approved by the commission

(e) make any investment with the purpose of having the effect of vesting the management or control in the Pension Fund; or

(f) employ as a broker, directly or indirectly, any of its directors, officers or Participants or a member of a family of such person which shall include spouse, parents, children, brothers and sisters and enter into transactions with any broker who is a Connected Person where such transactions shall equal or exceed twenty-five per cent or more of the brokerage or commission paid by the Pension Fund in any one Accounting Period;

(g) Enter into a short sale transaction in any security.

(h) Invest in any non-shariah compliant investment avenue.

(i) Accept deposit from another Pension Fund;

(j) make a loan or advance money to any person except in connection with the normal business of the Pension Fund;

(k) No Pension Fund Manager on behalf of the pension fund shall lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person: Provided that investment in sale and repurchase transactions involving Government securities or such eligible listed securities which are regulated by stock exchanges shall not be attracted by this sub-rule subject to the condition that risk management parameters are disclosed in the constitutive document of the pension fund approved by the Commission.

7.7.3 Pension Fund Manager shall be responsible for managing and meeting the liquidity requirements of the Pension Fund.

7.7.4 Pension Fund Manager on behalf of a Pension fund shall not take exposure of more than 20% of net assets in any single group and the term "group" means persons having at least 30% of more shareholding in any other company, as per publicly disclosed information.

7.7.5 Pension Fund Manager shall not invest assets of Pension Fund in securities of a company if equity is less than paid-up capital of the company, irrespective of the limits stated in the Investment Policy.

7.7.6 Pension Fund Manager shall not invest or deposit or place assets of pension fund, if the issuer or the bank or the security does not fulfill the minimum rating specified in the investment policy.

7.7.7 Pension Fund Manager shall adhere to the limits stipulated herein below; however, if the limits are breached merely due to corporate actions including take up of right or bonus issue(s) or due to change in Net Assets resulting; from fluctuation in price of securities or due to withdrawals, the Pension Fund Manager shall regularize the deviation within four months of the breach.

7.7.8 The investment of properties of the Sub-Funds shall be subject to the restrictions/limitations prescribed by the Commission vide its Prescribed Investment Policy from time to time.

7.8 **Financing Restriction**

(a) Subject to the applicable laws for the time being in force and to the terms and conditions herein contained, the Trustee may at any time at the request of the Pension Fund Manager under intimation to the Employer concur with the Pension Fund Manager in making and varying arrangements with Islamic Banks for Shariah compliant financing by the Trustee for the account of the Pension Fund; provided that the financing shall not be resorted to, except for meeting the withdrawal requests or transfer of funds to other Pension Fund Managers.

(b) The charges payable to any Islamic Bank or Islamic Financial Institution against financings on account of the Trust as permissible above shall not be higher than the normal prevailing bank charges or normal market rates for similar service and/or facility.

(c) The maximum financing for the account of the Trust shall not exceed fifteen per cent of the total Net Asset Value of the Pension Fund and the maximum financing for the account of any Sub-Fund shall not exceed fifteen per cent of the total Net Asset Value of such Sub-Fund or such other limit as may be provided in the Rules. If subsequent to such financing, the Net Assets are reduced as a result of depreciation in the market value of the Fund Property or withdrawal of funds, the Pension Fund Manager or the Trustee shall not be under any obligation to reduce such financing.

(d) Neither the Trustee, nor the Pension Fund Manager shall be required to issue any guarantee or provide security over their own assets for securing such financing s from Islamic Banks and Islamic Financial Institutions. The Trustee or the Pension Fund Manager shall not in any manner be liable in their personal capacities for settlement of such financing.

(e) For the purposes of securing any such financing the Trustee may upon instruction of the Pension Fund Manager mortgage, charge or pledge in any manner all or any part of the Fund Property provided that the aggregate amount secured by such mortgage, charge or pledge shall not exceed the limits provided under the Rules.

(f) Neither the Trustee nor the Pension Fund Manager shall incur any liability by reason of any loss to the Trust or any loss that an Employee may suffer by reason of any depletion in the Net Asset Value that may result from any financing arrangement made in accordance with the Offering Document.

7.9 Participants Rights in terms of Investment Choice

Subject to Clause 5.12.4, the Employee after an initial period of three years starting from the date of opening of employee's Individual Pension Account (regardless of age) has a right to allocate their

Contributions between the Sub Funds in a manner to allow them to adopt a focused investment strategy, according to their risk/return requirements. Each Allocation Scheme being offered shall have a different percentage allocation in Sub-Funds based on which their risk/return may be assessed.

7.10 Risk Disclosure

The Pension Fund Manager shall ensure that effective risk control measures are in place for the protection of the Participants.

Participants must realize that all investments in pension Fund and securities are subject to market risks. Our target return cannot be guaranteed and it should be clearly understood that the portfolio of the Fund is subject to market price fluctuations and other risks inherent in all such investments. The risks emanate from various factors that include, but are not limited to:

(1) Equity Risk: Share prices are generally volatile and may go up or down because of their dependence on market sentiments, speculative activity, supply and demand for the shares and liquidity in the market. Pension funds that purchase shares become part owners in the companies. The companies' performance, domestic and/or industry outlook with respect to technological and consumer behavior dynamics, market activity and the larger economic scenario influence the price of these shares. Moreover, lack of trading in the investee companies' securities may result in liquidity crisis. When the economy is expanding, the outlook for many companies is positive and the value of these shares may rise, and vice versa. Share prices are also affected by the quality of the management of investee companies.

(2) Government Regulation Risk - Government policies or regulations are more prevalent in some securities and financial instruments than in others. Funds that invest in such securities may be affected due to change in these regulations or policies, which directly or indirectly affect the structure of the security and/or in extreme cases a governmental or court order could restrain payment of capital, principal or income.

(3) Credit Risk - Credit Risk comprises default risk, credit spread risk and down grade risk. Each can have negative impact on the value of the income and money market instruments including Sukuks etc.

- **Default Risk** - The risk that the issuer of the security will not be able to pay the obligation, either on time or at all;

(4) Country or Political Risk – The uncertainty of returns caused by the possibility of a major change in the political or economic environment of the country such as break down of law and order, war, natural disasters, etc. and any governmental actions or legislative changes or court orders restraining payment of principal or income.

(5) Price Risk - The price risk is defined as when the value of the Fund, due to its holdings in such securities rises and falls as a result of change in interest rates.

(6) Liquidity Risk – Liquidity risk is the possibility of deterioration in the price of a security in the Fund when it is offered for sale in the secondary market.

(7) Settlement Risk – At times, the Fund may encounter settlement risk in purchasing / investing and maturing / selling its investments which may affect the Fund's performance etc.

(8) Reinvestment Rate Risk – In a declining interest/ markup / profit rate economic environment, there is a risk that maturing securities or coupon payments will be reinvested at lower rates, which shall reduce the return of the Fund compared to return earned in the preceding quarters.

(9) Sovereign Risk - Payment of bonds/ notes may be affected by the economic and political events in the country of the relevant issuer. The occurrence of a sovereign risk event could

result in the loss of all or a portion of the principal invested, as a result of any economic or political circumstance.

(10) Events Risk - There may be adjustments to the performance of the Fund due to events including but not limited to, natural calamities, market disruptions, mergers, nationalization, insolvency and changes in tax law.

(11) Withdrawal Risk - There may be special circumstances in which the withdrawal of Units may be suspended or the withdrawal payment may not occur within six working days of receiving a request for withdrawal from the Employee.

(12) Shariah non-compliance Risk: The risk associated with employing funds in investments that are not consistent with the Principles of Shariah.

7.11 Other Risks Involved:

(a) Mismanagement of the investee company, third party liability whether through class action or otherwise or occurrence of other events such as strikes, fraud etc., in the company in which the investment is made.
(b) Breakdown of law and order, war, terrorist activity, natural disasters etc.
(c) Senior rights of some stake holders over other stake holders in the event of winding up.

7.11.1 Under exceptional (extraordinary) circumstances, the Pension Fund Manager may suspend withdrawal, invoke a queue system or announce winding-up of the Fund. In such events, the Employee will probably have to wait for payment beyond the normal period and the withdrawal amount so determined may be lower than the price at the time the withdrawal request was lodged. Participants are advised to read the relevant clauses of the Fund's Trust Deed for more detailed information regarding this clause.

7.11.2 Risk specific to foreign investments: The Fund may invest outside Pakistan & such investments may be exposed to additional risks including political, economic & exchange rate risks that may reduce the value of the investments. However, evidence shows that diversifying internationally tends to reduce the overall volatility of the portfolio and thus may reduce risks for Participants.

7.11.3 Investment in the Pension Fund is suitable for Participants who have the ability to take the risks associated with financial and capital market investments. Capital invested in the financial and capital markets could, in extreme circumstances, lose its entire value. However, diversification of the investment into a number of highly liquid equities, income securities and repurchase transactions tends to reduce the risk substantially. The historical performance of the Funds, the financial and capital market or that of any one security or transaction included in the Fund's portfolio does not indicate the future performance.

7.11.4 There may be times when a portion of the investment portfolio of the Scheme is not compliant either with the investment policy or the minimum investment criteria of the assigned 'Category'. This non-compliance may be due to various reasons including, adverse market conditions, liquidity constraints or investment- specific issues. Participants are advised to study the latest Fund Manager Report specially portfolio composition and Financial Statements of the Scheme to determine what percentage of the assets of the Scheme, if any, is not in compliance with the minimum investment criteria of the assigned Category. The latest monthly Fund Manager Report available on the website of the Pension Fund Manager (PFM) and can be obtained by calling / writing to the PFM.

7.11.5 There may be times that one or more investments made by the fund may seize to be, either temporarily or permanently, compliant with the requirements of Shariah. In this case, such investments will immediately be brought in the knowledge of the Shariah Advisor and steps will be taken to dispose of or otherwise make the portfolio compliant with the requirements of Shariah as per the guidance of the Shariah Advisor

7.12 Disclaimer

(a) The Units of the Sub Funds of the Pension Fund are not bank deposits and are neither issued by, insured by, obligations of, nor otherwise supported by the Commission, the Stock Exchanges, any government agency, the Trustee or any of the sponsors, shareholders or Participants of the Pension Fund Manager or any of the investors of the Seed Capital Units or any other Bank or financial institution or the Employer.

(b) Investment Risks and Tax Implication: All investments in the Pension Fund are subject to market risks. The value of such investments varies subject to market fluctuations and risks inherent in all such investments. Participants should read this Offering Document carefully to understand the investment policies, risks and tax implication and should consult legal, financial or tax advisors before making any investment decision.

(c) Withdrawals from the Pension Fund before the retirement age is subject to such conditions as may be prescribed by the Employer and applicable taxes under the provisions of the Income Tax Ordinance, 2001 and the Rules.

(d) The target return of the Sub-Funds cannot be guaranteed. It should be clearly understood that the portfolio of the Sub-Funds is subject to market fluctuations and risks inherent in all such investments.

(e) It should be noted that the value/price of Units of the Sub-Funds can fall as well as rise.

(f) It should be noted that under certain circumstances the withdrawal from the Pension Fund may be restricted or subject to tax penalties.

(g) It should be noted that there will be no dividend distribution by the Sub-Funds.

8. SAFEGUARD OF MONEY

No contribution should be paid to an intermediary, except to the Pension Fund Manager or its authorized representatives as prescribed. Contributions should be in the form of "Account Payee Only" cheques, payment orders or demand drafts or direct bank transfers or in such other manner as may be agreed between the employer and the pension fund manager to the account of **"CDC Trustee HBL Punjab Islamic Pension Fund "** No contribution should be made in the form of cash or any bearer instrument.

9. DISTRIBUTION RESTRICTION POLICY

No distribution of Income or dividend shall be allowed from any of the sub-funds. Any income earned shall be accumulated and retained in the respective sub-funds.

10. TAXATION

10.1 Tax Credit for Contributions to the Pension Fund

An eligible person, as defined in the Income Tax Ordinance, 2001, deriving income chargeable to tax under the head "Salary" or the head "Income from Business", will be entitled to a Tax Credit for a Tax Year in respect of any contribution paid in the year by the person to the Pension Fund.

10.2 Tax Exemptions

Total income of the Pension Fund approved by the SECP under the VPS Rules, 2005, will be exempt under the Second Schedule of the Income Tax Ordinance, 2001.

10.3 Withholding Tax

A Pension Fund Manager making payment from individual pension accounts, maintained under an approved pension fund, shall deduct tax from any amount:

(a) Withdrawn, if in excess of twenty five per cent of his accumulated balance at or after the retirement age, provided tax shall not be withheld in the following cases.

- the balance is invested in an approved income payment plan;
- the balance is paid to an Takaful company for the purchase of an annuity plan;
- the balance is transferred to another individual pension account of the eligible person; or
- the balance is transferred to the survivors approved pension account in case of the death of the eligible person.

The tax is required to be withheld at the last three year's average rate of tax which shall be computed in accordance with the following formula:

A/B

Where,

A= the total tax paid or payable by the person on the person's total taxable income for the three preceding years; and

B= the person's total taxable income for the preceding three years.

10.4 Zakat

Units held by resident Pakistani Participants shall be subject to Zakat at two and a half per cent (2.5%) on lower of the par value of Units and withdrawal price under Zakat and Ushr Ordinance, 1980, (XVII of 1980), except those exempted under the said Ordinance. Zakat will be deducted at source from withdrawal payment, and paid into the Government Treasury.

10.5 Disclaimer

The tax and Zakat information given above is based on the Pension Fund Manager's interpretation of the law which, to the best of the Pension Fund Manager's understanding, is correct but Participants are requested to seek independent advice from their tax advisors so as to determine the taxability arising from their Contributions to the Pension Fund.

11 WARNINGS

INVESTMENT RISKS AND TAX IMPLICATION: All investments in Pension Fund are subject to market risks. The value of such investments may depreciate as well as appreciate, subject to market fluctuations and risks inherent in all such investments. Participants should read the Offering Document carefully to understand the investment policies, risks and tax implications and should consult their legal, financial or tax advisors before making any investment decisions. Withdrawals from this Employer Pension Fund before the retirement age is subject to tax under the provisions of the Income Tax Ordinance, 2001 and penalty as may be applicable under PUNJAB Rules.

12 REPORTS AND ACCOUNTS

12.1 Fund Accounts

Pension Fund Manager shall prepare Financial Accounts and Reports required under Rules/Regulations for **HBL Punjab Islamic Pension Fund** including Sub-Funds as prescribed by the Commission from time to time.

12.2 Annual Accounting Period

The Annual Accounting Period shall commence on 1st July and shall end on 30th June of the succeeding calendar year.

Accounting Date shall be the 30th day of June in each year and any interim dates at which the financial statements of the Fund are drawn up. Provided, however, that the Pension Fund Manager may, with the consent of the Trustee and after obtaining approval of the Commission and the Commissioner of Income Tax, change such date to any other date.

Accounting Period shall be the period ending on and including an Accounting Date and commencing (in case of the first such period) on the date on which the full amount of Seed Capital is received and in any other case from the end of the preceding Accounting Period.

12.3 Periodic Reports to be sent to Participants and Employer

The Pension Fund Manager shall share quarterly, half-yearly and annual financial statements in respect of each Pension Fund with the Employer, Punjab Pension Fund and the Employee. For details, please refer to section pertaining to Obligations of Pension Fund Manager in this offering document and prevailing regulatory framework.

The balance sheet and income and expenditure accounts mentioned shall be prepared separately for each Sub-Fund and in addition thereto consolidated accounts shall be prepared for the entire Fund.

12.4 Periodic Reports to be sent to Commission

Annual report and quarterly reports will be prepared and sent to the Commission. For details, please refer to Obligations of Pension Fund Manager.

13 SERVICE TO EMPLOYEE(S)

13.1 Availability of Forms

All forms mentioned and/or included in this Offering Document will be available at all the Authorized Branches of the Pension Fund Manager and the Investment Facilitators, the Pension Fund Manager's website and may also be requested via post. Sales Agents will also have sufficient stocks of such forms. However, it may be noted that all transaction in the pension fund shall primarily be executed through the digital/online portal as offered by the Punjab Pension Fund/Pension Fund Manager.

14 Complaints against Takaful Company

Any unresolved complaint or dispute regarding Takaful claim between an Employee and the Takaful Company, it shall be referred to the Insurance Ombudsman appointed under Section 125 of the Insurance Ordinance, 2000. (XXXIX of 2000). The Insurance Ombudsman shall have all the powers and shall follow the procedures as required under PART XVI of the Insurance Ordinance, 2000.

14.1 Procedure for lodging a complaint with the Federal Insurance Ombudsman

The procedure for lodging a complaint with the Insurance/Takaful Ombudsman shall be as provided in Section 125 of the Insurance Ordinance, 2000 and reproduced below:

(a) A complaint shall be made in writing, addressed to the Insurance Ombudsman. The complaint shall set out the full particulars of the transaction complained of and the name and address of the Employee (complainant).

(b) Prior to making a complaint, the Employee (complainant) shall intimate in writing to the Pension Fund Manager regarding their intention of filing a complaint and if the Pension Fund Manager either fails to respond, or makes a reply which is unsatisfactory to the complainant, within a period of one month, the Employee (complainant) may file a complaint, at any time thereafter, within a further period of three (3) months:

Provided that the Insurance Ombudsman may, if satisfied that there were reasonable grounds for the delay in filing the complaint, condone the delay and entertain the complaint.

(c) The Insurance Ombudsman may adopt any procedure he considers appropriate for investigating a complaint.

Provided that he shall not pass any order against the Pension Fund Manager without first giving it a notice and an opportunity to be heard.

(d) Subject to Section 128 of Insurance Ordinance, 2000, the Insurance/ Takaful Ombudsman shall not have any power to issue an order in the nature of a stay order or to entertain any complaints if the matter is pending before a Court, Tribunal or other legal forum.

(e) The Insurance Ombudsman may reject a complaint summarily or he may accept the same or pass any other order he deems fit.

Provided that in each case he shall pass a reasoned order for Employee decision.

(f) The Federal Government may further prescribe rules for the conduct of proceedings in relation to complaints brought before the Insurance Ombudsman.

Note: The Pension Fund Manager will not be responsible or liable for maintaining service levels and /or any delay in processing claims arising out of this facility. The Pension Fund Manager, the Trustee and the underlying Fund shall not be held liable for honoring any Takaful claims.

14.2 Contact Details of Office of Federal Insurance Ombudsman

The Present Insurance Ombudsman and Employee contact details are as follows:
Federal Insurance Ombudsman Office 2nd Floor, Pakistan Red Crescent Society, Annexe Building, Plot # 197/5, Dr. Doud Pota Road, Karachi.
Phone: 021-99207761-62

15 TRANSACTIONS WITH CONNECTED PERSONS

(a) No Pension Fund Manager on behalf of the Pension Fund shall take exposure in any form or invest in debt or equity securities of connected persons or purchase from or sell any security to any of the Connected Person with the approval of its Board of Directors in writing and consent of Trustee.

(b) Neither the Trustee or the Custodian (if Trustee has appointed another person as Custodian) nor the Pension Fund Manager shall sell or purchase any Investment with the Pension Fund save in the capacity of intermediary or in the normal course of business.

(c) All cash forming part of the Pension Fund assets shall be deposited with the Trustee or the Custodian, which is a Bank, return shall be paid on the deposit by such Trustee or Custodian at a rate that is not lower than the rate offered by the said Bank to depositors of similar duration.

16 ARBITRATION IN CASE OF DISPUTES BETWEEN THE PENSION FUND MANAGER AND THE TRUSTEE

In the event of any disputes arising out of Constitutive Documents between the Pension Fund Manager on the one part and the Trustee on the other part, including as to the respective rights and obligations of the Parties hereto, as well as those relating to the interpretation of the terms and conditions of the constitutive document and/or the Supplementary Offering Documents, relating to the Fund, the same shall be referred first to the Commission and thereafter, if the dispute still continues, for arbitration by two arbitrators, one to be appointed by the Pension Fund Manager and the other to be appointed by the Trustee. In the event of lack of consensus between the two arbitrators, the matter shall be referred to an umpire, to be selected by the two arbitrators before commencement of the reference. The unanimous decision of both the arbitrators, or the decision of the umpire, as the case may be, shall be final and binding upon both the Parties. The arbitrators and the umpire shall be selected from amongst, senior partners of renowned firms of chartered accountants, or senior partners of renowned Law Firms, or senior bankers, or senior members of any Stock Exchange (who may even be the heads of corporate members of any Stock Exchange). The venue of the arbitration shall be Lahore. The arbitration shall be conducted in accordance with the Arbitration Act, 1940.

17 DISPUTES BETWEEN THE PARTICIPANTS AND THE PENSION FUND MANAGER

If any complaint or dispute arises between the any Employee or any of its any, executors, administrators, survivors or successors and Pension Fund Manager under this the constitutive document or the Rules, it shall be referred to an authority as provided in the Rules.

18 GENERAL INFORMATION

The Constitutive Documents concerning the **HBL Punjab Islamic Pension Fund** may be inspected at the registered office of the Pension Fund Manager at,
HBL Asset Management Limited
Address: 7th Floor, Emerald Tower, G-19, Block 5, Main Clifton Road, Clifton, Karachi, Pakistan

19 STATEMENT OF RESPONSIBILITY

THE BOARD OF DIRECTORS OF THE PENSION FUND MANAGER ACCEPTS RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION HEREIN CONTAINED AS OF THE DATE OF PUBLICATION.

20 GENERAL

(a) Any notice required to be served upon a Employee shall be deemed to have been duly given if sent by post or courier service to or electronically submitted or left at Employee address as appearing in the Register. Any notice so served by post shall be deemed to have been served on the day following that on which the letter containing the same is posted, and in proving such service it shall be sufficient to prove that such letter was properly addressed, stamped and posted.

(b) In case a general notice is required to be served upon all the Participants through newspaper, the Trustee or the Pension Fund Manager shall advertise any such notice in any leading daily newspapers in Pakistan having primary circulation in Punjab. The cost of issuing and publishing a general notice shall be charged to the Trust.

(c) Service of a notice or document on any employer shall be deemed effective service on all the Participants registered through that employer unless the Employee has given notice to the Pension Fund Manager that he is no longer in the employment of that employer.

(d) Any notice or document sent by post or courier service to or left at the registered address of an Employee shall notwithstanding that such Employee be then dead or bankrupt and whether or not the Trustee or the Pension Fund Manager have notice of Employee death or bankruptcy be deemed to have been duly served and such service shall be deemed a sufficient service on all persons interested (whether jointly with or as claiming through or under him) in the Units registered in favor of that Employee.

(e) A copy of this Offering Document, Trust Deed and of any deed supplemental hereto shall be made available for inspection at the respective head offices of the Trustee and the Pension Fund Manager at all times during usual Business Hours and shall be supplied by the Pension Fund Manager to any person on application at a charge disclosed in the Offering Document.

Additional Disclosure by Shariah Compliant Scheme

Underlying Shariah Structure & Shariah Opinion

Shariah structure is mentioned in 4.15.1 clause of this offering document and shariah opinion on offering document is mentioned in Annexure D

Shariah Governance Frame work and Shariah Advisor Profile

The manner to ensure shariah compliance on ongoing basis is mentioned in 10.12 clause of this offering document and Shariah Advisor profile is mentioned in Annexure D.

Certificate of Shariah Compliance

The Pension Fund Manager is compliant under the Shariah Governance Regulations, 2023 read with Section 451 of the Companies Act, 2017 and obtain necessary approvals as required under the Shariah Governance Regulations, 2023.

Key Compliance issues.

The Pension Fund Manager will report to participants with respect to key Shariah Compliance issues in annual financial statements

21 DEFINITIONS

Unless the context requires otherwise, in this Offering Document (including in its Recitals) the following words or expressions shall have the meaning respectively assigned to them below:

"Accounting Date" means 30th June in each year; provided, however, that the Pension Fund Manager may, with the consent of the Trustee and after obtaining approval of the Commission, change such date to any other date;

"Accounting Period" means the period ending on and including an Accounting Date or, if nearer, on and including the day on which the Net Assets of all the Sub-Funds becomes zero and commencing from and including the date of establishment of the Pension Fund or, if nearer, from and including the day after the last Accounting Date.

"Account Statement" means statement of transactions in Units of each Sub-fund in the Individual Pension Account of the Employee, containing such information as may be prescribed by the Commission from time to time;

"Agreement" means the agreement signed between the Employer and the Pension Fund Manager dated 07-07-2025.

"Allocation Schemes" means the allocation schemes offered by the Pension Fund Manager from time to time in conformity with the Prescribed Allocation Policy issued by the Commission;

"Annuity" means a series of payments of set frequency,

"Applicable Law" means any common or customary law, constitutional law, any statute, regulation, resolution, rule, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline, policy, requirement or other governmental restriction and any form or decision of or determination by or interpretation of any of the foregoing (whether or not having the force of law) by any Authority, now or hereafter in effect, in each case as amended, re-enacted or replaced to the extent applicable.

"Approval" means any consent, registration, filing, notarization, certificate, license, approval (including foreign exchange control approval), permit, Authority, confirmation or exemption from or by or with any national, supranational or regional government or administrative, fiscal, judicial or governmental body, commission, agency, authority, central bank or similar entity and all corporate, creditors', shareholders' and directors' approvals or consents required for execution of the Trust Deed and performance of the transactions contemplated herein.

"Approved Annuity Plan" has the meaning ascribed to it by Section 2(3A) of the Income Tax Ordinance, 2001.

"Business Day" means any day on which scheduled banks/stock exchanges are open for business in Pakistan.

"Company" means an asset management company registered as a Pension Fund Manager.

Charity" means amount paid by the Pension Fund Manager out of the income of the Pension Fund to a charitable/welfare organization in consultation with Shariah Advisor as per the guidelines issued by the Commission from time to time, representing income which is Haram

"Constitutive Document" include the trust deed, offering document, supplemental documents and other principal documents governing the formation of a Pension Fund and all other related material agreements.

"Combined Pension Annuity Fund" means a pension annuity fund established by more than one Pension Fund Manager.

"Contribution" means an amount as may be voluntarily determined by an individual payable annually, semiannually, quarterly, or monthly to one or more Pension Fund Managers and held in one or more individual Pension accounts of an Employee, subject to any specified minimum limit.

"Custodian" means a Bank, a central depository company or any other depository for the time being appointed by the Trustee to hold and protect the Trust Property or any part thereof as custodian or nominee on behalf of the Trustee; provided that the Trustee may also itself provide custodial services for the Fund.

"Cut-Off Time"/ "Business Hours" means the day time for dealing in Units of the Fund. The Cut-Off Timing/Business Hours will be mentioned on the website of Pension Fund Manager.

"Dealing Day" means every Business Day on which dealing in the Pension Fund is conducted as disclosed in the Offering Document, provided that the Pension Fund Manager may with the prior written consent of the Trustee and upon giving not less than seven days' notice declare any particular Business Day not to be a Dealing Day;

"Deed" or "Trust Deed" means the Trust Deed which is the principal document governing the formation management or operation of the Fund.

"Default Allocation Scheme" means the default asset allocation scheme as determined by the Pension Fund Manager in conformity with the Prescribed Allocation Policy for allocating between the Sub-Funds the Contributions received from Employee(s) who have not themselves selected any Allocation Scheme;

"Eligible Person" shall be construed to be the same as assigned in the term "*employee*" provided in rule 2(1)(g) of the Punjab Defined Contribution Pension Scheme Rules, 2025.

"**Employee Contribution**" means the amount computed by multiplying the employee's pensionable pay with the employee's contribution rate as specified in the First Schedule of Punjab Defined Contribution Pension Scheme Rules. 2025.

"Employer" means the Government of Punjab**;**

"Employer Pension Fund" means a pension fund as defined in the Rules.

"Exposure" includes finance, subscription to or investment in securities, debt instruments, units or certificates or shares of a Notified Entity, placements, and deposits, with financial institutions, certificates, derivatives, margin trading system or any mechanism that replaces it, but does not include:

(a) obligations under letters of credit and letters of guarantee to the extent of cash margin held by an NBFC;
(b) finance provided to financial institutions through REPO transactions with underlying statutory liquidity requirement eligible securities; and
(c) deposits in current and savings accounts other than term deposits.

"Force Majeure" means any occurrence or circumstance or element which delays or prevents performance of any of the terms and conditions of the constitutive documents of the pension fund or any obligations of the Pension Fund Manager or the Trustee and shall include but not limited to any circumstance or element that cannot be reasonably controlled, predicted, avoided or overcome by any party hereto and which occurs after the execution of the constitutive documents and makes the performance of the constitutive documents in whole or in part impossible or impracticable or delays the performance, including but not limited to any situation where performance is impossible without unreasonable expenditure. Such circumstances include but are not limited to floods, fires, droughts, typhoons, earthquakes and other acts of God and other unavoidable or unpredictable elements beyond reasonable control, such as war (declared or undeclared), insurrection, civil war, acts of terrorism, accidents, strikes, riots, turmoil, civil commotion, any act or omission of a governmental authority, failure of communication system, hacking of computer system and transmissions by unscrupulous persons, closure of stock exchanges, banks or financial institutions, freezing of economic activities and other macro-economic factors, etc.

"Federal Government" means the Federal Government of Islamic Republic of Pakistan.

"Financial Institution" means a Bank, Development Finance Institution, Non-Banking Finance Company, Modaraba or an institution registered under relevant laws to provide financial services within or outside Pakistan.

"Formation Costs" means all preliminary and floatation expenses of the Fund including expenses in connection with authorization of the Fund and its application fee payable to the Commission, execution and registration of the Constitutive Document, issue, legal costs, and all expenses incurred during the period leading up to the authorization.

"Government Securities" includes monetary obligations of the Government or a Provincial Government or a corporation wholly owned or controlled, directly or indirectly, by the Federal Government or a Provincial Government and guaranteed by the Federal Government and any other security as the Federal Government may, by notification in the official Gazette, declare, to the extent determined from time to time, to be a Government Security.

"Haram" means anything prohibited by the Islamic Shariah

"Income Payment Plan" means a plan constituting an agreement with the Pension Fund Manager after retirement enabling withdrawal of the remaining amount in any Individual Pension Account in monthly installments as allowed under the Applicable laws.

"Investment" means any Authorized Investment forming part of the Trust Property of any Sub-Fund.

"Net Assets" means, in relation to a Voluntary Pension Scheme, means the excess of assets over liabilities of the Pension fund, computed in the manner provided in the regulation.

"Offering document" includes, **-**

(a) a published document containing information on a Voluntary Pension Scheme to invite the public for purchase of certificates or units in that scheme;
(b) a document inviting contributions from eligible persons for a Pension fund; and
(c) all supplementary documents thereto or any document relating to an income payment plan;"

"Online" means transactions through electronic data-interchange whether real time transactions or otherwise, which may be through the internet, intranet networks and the like.

"Ordinance" means the Companies Ordinance, 1984 and Companies Act, 2017.

"Par Value" means the face value of Rs. 100 for a Unit of allocation Plan under the Fund.

"**Participant / Employee**" means any Eligible Person who opens an Individual Pension Account with the Pension Fund Manager and who makes one or more Contributions or on whose behalf one or more Contributions are made into the Pension Fund;

"Personal Law" means the law of inheritance and succession as applicable to the individual Employee.

"Pension Annuity Fund" means a pension fund established for providing periodic payment to Participants contingent on their survival.

"Provincial Governments" mean the Provincial Governments of all four provinces of Pakistan.

"Pension Fund" means this fund offered in the form of Employer Pension Fund made up of Sub-Funds created from the Contributions paid by the Participants and would consist of all the assets for the time being held or deemed to be held by Sub-Funds and includes all income or investment returns thereon but excludes fees, charges and expenses related to the management of the investments of Sub-Funds.

"Pension Fund Manager" means an asset management company, any pension fund manager or a life Insurance/Takaful company duly authorized by the Commission to efficaciously manage the contributions made by or on behalf of Participants in pension fund and meet such other conditions as may be prescribed from time to time by the Commission;

"Prescribed Allocation Policy" means the allocation policy as prescribed by the Commission from time to time under the Rules and/or the allocation policy prescribed in the Punjab Defined Contribution Pension Scheme Rules, 2025;

"Prescribed Investment Policy" means Investment Policy prescribed by the Commission from time to time under the Rules.

"Punjab Defined Contribution Pension Scheme Rules, 2025" means the rules made by Governor of Punjab in exercise of the power conferred under section 23 of the Punjab Civil Servant Act, 1974 (VIII of 1974).

"Records" include ledgers, day books, cash books and all other manuals or magnetic records used in the business of a Pension Fund Manager.

"Regulations" means regulations as defined under the Rules.

"Register" means the register of Participants kept pursuant to the Rules and the Trust Deed.

"Registrar" means an organization that the Pension Fund Manager appoints for performing the Registrar Functions and, if no such organization is performing such functions, it shall mean the Pension Fund Manager.

"Registrar Functions" means the functions with regard to:

(a) maintaining the Register as per the Rules, the Deed or as may be prescribed by the Commission from time to time;
(b) processing requests for opening of Individual Pension Account, issue, withdrawal, transfer and transmission of Units and requests for recording changes in data / information / particulars with regard to the Participants or that of their survivors or nominees;
(c) issuing statements of account in respect of Individual Pension Account to Employee;
(d) such other functions as may be required under the Rules with respect to record keeping; and
(e) such other functions as are required under the Trust Deed to be carried out by the Registrar.

"Retirement Date" means the date on which the retirement of an Employee from the Pension Fund becomes effective.

"Rules" means the Voluntary Pension System Rules, 2005, and includes all Guidelines issued, directions given, regulations and interpretations made and conditions imposed (either specifically in relation to the Pension Fund or generally) by the Commission thereunder from time to time.

Shariah" or "Islamic Shariah" means divine guidance as given by the Holy Quran and the Sunnah of Prophet Muhammad ﷺ and embodies all aspects of the Islamic Faith, beliefs, practices, rules and principles.

"Shariah Advisor" means a Shariah Advisor as defined in Shariah Advisor Regulations 2017.

"Shariah Compliant" shall mean any activity that is in accordance with the Shariah

"SECP" or "Commission" means Securities and Exchange Commission of Pakistan established under Securities and Exchange Commission of Pakistan Act, 1997 and shall include its successor.

"Seed Capital" means the amount invested by the Pension Fund Manager as initial investment in each Sub-Fund of the Pension Fund. This investment will be kept for a minimum period of three years from the date of investment or as determined by the Commission

"Seed Capital Units" means the amount invested by the Pension Fund Manager as initial investment in each Sub-Fund of the Pension Fund. This investment will be kept for a minimum period of three years from the date of investment or as determined by the Commission;

"Stock Exchange" means any Stock Exchange registered under the Securities & Exchange Ordinance, 1969 (XVII 1969).

"Sub-Fund" means a collective investment sub-scheme of a specified investment class and/or investment policy set up within the overall Pension Fund. The Trust Property shall be accounted for and segregated with respect to each Sub-Fund;

"Supplementary Offering Document" means a document issued by the Pension Fund Manager, with consent of the Trustee after approval of the Commission, describing the new features of the Pension Fund to invite offers by the eligible persons to invest in the Fund;

"Supplementary Trust Deed" means a deed registered between the Pension Fund Manager and the Trustee, with approval of the Commission, amending or adding to the Trust Deed. Such Supplementary Trust Deed shall be binding on each Employee, as if he/she is party to it and so to be bound by its provisions;

"Transfer Agent" means a company including a Bank that the Pension Fund Manager shall appoint for performing the Registrar Functions. The Pension Fund Manager may itself perform the Registrar Function.

"Insurance / Takaful Company" includes Insurance Company or Takaful Company as defined in Insurance Ordinance 2000.

"Tax Year" shall have the same meaning as ascribed under the Income Tax Ordinance, 2001 (Ordinance No. XLIX of 2001).

"Trust Deed" or "Deed" means the Trust Deed of the Fund executed between the Pension Fund Manager and the Trustee along with all the exhibits appended hereto.

"Trust Property" means the aggregate proceeds credited in the Pension Fund including the Contributions received and seed capital received from Seed Investors of each Sub-Fund after deducting therefrom or providing there out any applicable Front-end fee (sale charges) and any other expenses chargeable to the Pension Fund including each Sub-Fund; and includes the Investments and all income, Profit and other benefits arising therefrom and all cash, bank balances and other assets, movable or immovable, and property of every description for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Participants pursuant to the Trust Deed;

"Trustee" means Central Depository Company of Pakistan Limited (CDC) or any other company appointed with approval of the Commission from time to time;

"Withdrawal Form" means a standardized form prescribed by the Pension Fund Manager Company to be duly filled by the Employee to redeem Units.

"Unit" means one undivided share in the Sub-Fund to which the share pertains, and where the context so indicates, includes a fraction of a Unit.

"Zakat" has the same meaning as in the Zakat and Ushr Ordinance, 1980.

Words and expressions used but not defined herein shall have the meanings assigned to them in the Act and Rules and Regulations, words importing persons include corporations, words importing the masculine gender include the feminine gender, words importing singular include plural and words "written" or "in writing" include printing, engraving lithography, or other means of visible reproduction. The headings and table of contents are for convenience only and shall not affect the construction of the Trust Deed

22 INTERPRETATION

In this Offering Document, unless the context shall otherwise require:

(a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation under, that legislative provision;

(b) the singular includes the plural and vice versa;

(c) a reference to an individual or person includes a company, firm, trust, Authority or government and vice versa;

(d) a reference to any gender includes all genders;

(e) a reference to a Recital, Clause or Annexure is to a Recital, Clause or Annexure of or to this Offering Document;

(f) a Recital or Annexure forms part of this Offering Document;

(g) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, restated or replaced from time to time;

(h) a reference to any party to this Offering Document or any other document or arrangement includes that party's executors, administrators, successors, permitted substitutes, permitted transferees and permitted assigns;

(i) where an expression is defined, another grammatical form or variation of that expression has a corresponding meaning;

(j) a reference to any "Account" or "account" includes any renewal, redenomination, re-designation or sub-account thereof;

(k) "include", "includes" and "including" shall be respectively construed as "include without limitation", "includes without limitation" and "including without limitation", and all derivative terms shall be construed accordingly; and

(l) words "written" or "in writing" include printing, engraving, lithography, or other means of visible reproduction.

23 HEADINGS

In this Offering Document, headings are for convenience of reference only and do not affect interpretation.

LICENCE TO CARRY OUT ASSET MANAGEMENT SERVICES (A)

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
LICENSING & REGISTRATION DIVISION
LICENSING DEPARTMENT

Licence No. SECP/LRD/LD/15/AMCW/HBLAML/2022 - 78 Islamabad, February 22, 2023

LICENCE TO CARRY OUT
ASSET MANAGEMENT SERVICES
AS NON-BANKING FINANCE COMPANY

The Securities and Exchange Commission of Pakistan, having considered the application for the renewal of license to carry out **Asset Management Services** submitted by **HBL Asset Management Limited** under rule 5 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (the "Rules"), and being satisfied that it would be in the public interest so to do, in exercise of powers conferred by sub-rule (9) of rule 5 of the Rules, hereby renews the license of **HBL Asset Management Limited** to carry out **Asset Management Services** subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

(i) **HBL Asset Management Limited** shall comply with Part VIII of the Companies Ordinance, 1984, the Companies Act, 2017, the Securities Act, 2015, the Rules, the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (as amended or replaced) and any directives, circulars, codes, notifications and guidelines issued by the Commission;

(ii) **HBL Asset Management Limited** shall submit annual, half yearly, quarterly or such other reports as specified in the applicable laws; and

(iii) This license is valid for a period of three years w.e.f. April 03, 2023 and shall be renewable every three years as specified in the Rules.

(Nasir Askar)
Head of Department (LD)

CERTIFCATE OF REGISTRATION AS PENSION FUND MANAGER (A-1)

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

No. SECP/PW/ Reg-06/ HBL

Islamabad, May 06, 2011

CERTIFICATE OF REGISTRATION AS PENSION FUND MANAGER

The Securities and Exchange Commission of Pakistan ("the Commission"), having considered the application of HBL Asset Management Limited for registration as a Pension Fund Manager and being satisfied that HBL Asset Management Limited is eligible for registration and that it would be in the interest of participants and capital market to do so, in exercise of powers conferred by sub-rule (2) of rule 5 of Voluntary Pension System Rules, 2005 ("the VPS Rules"), hereby grants registration to HBL Asset Management Limited subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

1. HBL Asset Management Limited shall strictly comply with all the relevant provisions of the Companies Ordinance, 1984, the VPS Rules, the guidelines and directive issued from issued time to time under the VPS Rules and any other law applicable in this regard; and

2. HBL Asset Management Limited shall not make any offer to any person/public to participate in any of its pension fund/scheme(s) unless the Commission has authorized such pension fund/scheme(s) in pursuance of sub-rule (1) of rule 9 of the VPS Rules.

This registration granted hereinabove may be suspended or cancelled if the license to carry on asset management services granted to HBL Asset Management Limited under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 is suspended or cancelled.

This certificate of registration shall stand withdrawn if registration as a Pension Fund Manager is cancelled either under sub-rule (4) of rule 5, or sub-rule (1)(a) or sub-rule (4) of rule 6 , or sub-rule (3) of rule 40 of the VPS Rules.

(Muhammad Ali)
Chairman

ANNEXURE "A-2"

REMUNERATION OF TRUSTEE

The trustee remuneration shall consist of reimbursement of actual custodial expenses / charges plus the following tariff:

Net Assets (Rupees)	Tariff
Up to 1 billion	Rs.0.3 million or 0.15% p.a. of Net Assets, whichever is higher.
1 billion to 3 billion	Rs.1.5 million plus 0.10% p.a. of Net Assets, on amount exceeding Rs.1 billion.
3 billion to 6 billion	Rs.3.5 million plus 0.08% p.a. of Net Assets, on amount exceeding Rs.3 billion.
Over 6 billion	Rs.5.9 million plus 0.06% p.a. of Net Assets on amount exceeding Rs.6 billion.

Annexure "B-1"

Authorization of Pension Fund

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
PENSION DEPARTEMNT

SECP

No. CS/SECP/PD/HBLPIPF/2025/187/ -579-581 December 3, 2025

Chief Executive Officer
HBL Asset Management Limited
7th Floor, Emerald Tower,
G-19, Block 5, Main Clifton Road,
Clifton, Karachi.

Subject: Authorization of HBL Punjab Islamic Pension Fund

Dear Sir,

Please refer to your letter dated November 5, 2025 and subsequent correspondence on the subject noted above.

2. In this regard, I am directed to inform that the Securities and Exchange Commission of Pakistan has authorized HBL Punjab Islamic Pension Fund (the "Fund") under Rule 9 of the Voluntary Pension System Rules, 2005 (VPS Rules, 2005).

3. The authorization of HBL Punjab Islamic Pension Fund pursuant to Rule 9 of the VPS Rules, 2005 is attached herewith.

4. HBL Asset Management Limited may therefore proceed in accordance with the applicable regulatory framework on the subject matter.

Yours truly,

Usman Mahmood
Deputy Director

Cc: The Chief Executive Officer
Central Depository Company of Pakistan
Limited, CDC House 99-B, Block 'B', S.M.C.H.S.,
Main Shahra-e-Faisal, Karachi

Assistant Director
Directorate of Industries
Trust Wing, 2nd Floor State life Building,
No. 11, Near Zainab Market, Saddar,
Karachi

Annexure "B-2"

Approval of Offering Document

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
PENSION DEPARTMENT

SECP

No. CS/SECP/PD/HBLPIPF/2025/187/ 592- 593 December 8, 2025

Chief Executive Officer
HBL Asset Management Limited
7th Floor, Emerald Tower,
G-19, Block-5, Main Clifton Road,
Clifton, Karachi.

Subject: **Approval of the Offering Document of HBL Punjab Islamic Pension Fund**

Dear Sir,

Please refer to email dated December 3, 2025 received from your office subsequent to earlier correspondence(s) on the subject noted above.

2. In this regard, I am directed to convey approval of the Securities and Exchange Commission of Pakistan (the Commission) in respect of the Offering Document of HBL Punjab Islamic Pension Fund (the 'Fund') in terms of sub-rule 5 of Rule 9 of the Voluntary Pension System Rules, 2005 (the 'VPS Rules, 2005') subject to the following conditions:

I. Approval of the Offering Document will be valid for a period of One hundred and Twenty (120) days from the date of approval within which the Fund will be offered for subscription provided that there is no change in the approved documents or the approval has not been extended. In case of failure to offer for subscription within the aforesaid timeline, the offering document shall be resubmitted for review and approval.

II. Offering Document of the Fund will contain information as set out in Schedule XV of the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (the Regulations). It will be mentioned that the Pension Fund Manager manages the Fund and its name will be prominently displayed on first page of the Offering Document.

III. Contents of Offering Document will not be altered/amended/deleted without prior written approval of the Commission except for adding reference of date(s) and No. of letter(s) approving the Document; wherever relevant.

IV. In case the amendments are proposed in the fundamental attributes of pension fund and/or amendments with respect to offering of units to the eligible persons shall be subject to 30 days prior notice to the participants and prior approval of the Commission.

V. In case amendments are proposed in the Constitutive Documents due to change in regulatory requirements, the same shall be incorporated without prior approval of the Commission and the supplement Constitutive Document for amendments shall be submitted to the Commission for information within one week from the date of amendments.

VI. In case of any amendments made in the constitutive documents of pension fund through supplemental constitutive documents approved by the Commission, the Pension Fund Manager shall place the updated and consolidated constitutive documents (with notes referring to the supplemental constitutive document highlighting the change made in the original document/ clauses), along with the original and supplemental/restated constitutive documents separately on

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
PENSION DEPARTMENT

SECP

its website. The updated constitutive documents shall be placed immediately or after completion of the duration of the notice period, as the case may be. Furthermore, the updated constitutive documents shall clearly specify the last date of updating i.e. "XYZ fund updated up to DD/MM/YY".

VII. Approval of the Offering Document will, in no way, absolve the Pension Fund Manager of its obligations about contents of, or statements made in the Document.

VIII. The Pension Fund Manager will not invest assets of the fund abroad unless it has obtained prior written approval of State Bank of Pakistan (SBP) and the Commission in this regard.

IX. All advertisements of a Pension Fund shall be in conformity with the requirements as specified by the Commission.

X. The Pension Fund Manager will manage the Fund strictly in accordance with the VPS Rules, 2005, the Regulations and the Punjab Defined Contribution Pension Scheme Rules, 2025 as amended from time to time.

XI. The Pension Fund Manager shall promptly notify the Employer, i.e. the Government of Punjab and/or Punjab Pension Fund, upon obtaining approval for the offering document and will give at least a week to the eligible participants for studying the Offering Document.

XII. The authorized investments of the sub-funds will be in accordance with the provisions of the VPS Rules, 2005, the Regulations and Punjab Defined Contribution Pension Scheme Rules, 2025 unless specific exemption/permission has been granted by the Commission.

XIII. The Pension Fund Manager shall submit a statement duly signed by all directors regarding responsibility for the information contained in the Offering Document as being accurate at the date of publication.

3. This office is available for any further clarity as may be required on the subject.

Yours truly,

Usman Mahmood
Deputy Director

Cc: The Chief Executive Officer
Central Depository Company of Pakistan
Limited, CDC House 99-B, Block 'B', S.M.C.H.S.,
Main Shahra-e-Faisal, Karachi

Annexure "B-3"

Registration/Approval of Trust Deed

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
PENSION DEPARTMENT

SECP

No. CS/SECP/PD/HBLPIPF/2025/187/316-318 September 18, 2025

Chief Executive Officer
HBL Asset Management Limited
7th Floor, Emerald Tower,
G-19, Block-5, Main Clifton Road,
Clifton, Karachi.

The Chief Executive Officer
Central Depository Company of Pakistan
Limited, CDC House 99-B, Block 'B', S.M.C.H.S.,
Main Shahrah-e-Faisal, Karachi

Subject: NOC on Draft Trust Deed of Proposed "HBL Punjab Islamic Pension Fund"

Dear Sir,

Please refer to email dated September 10, 2025 received from Central Depository Company of Pakistan and earlier correspondence on the subject noted above; wherein draft trust deed of proposed HBL Punjab Islamic Pension Fund (the "Fund") to be executed between HBL Asset Management Limited and Central Depository Company of Pakistan Limited (the "Trustee") has been submitted for no objection.

2. In this regard, I am directed to inform you that this office has no objection to the contents of the draft trust deed of the proposed fund submitted vide aforementioned email for registration under the Sindh Trusts Act, 2020.

3. This no objection is, however, without prejudice to the conditions and requirements stipulated in the Certificate of Registration issued in favor of M/s. HBL Asset Management Limited and the requirements stipulated in the Voluntary Pension System Rules, 2005 and the Non-Banking Finance Companies and Notified Entities Regulations, 2008.

4. You are advised to submit copy of the duly registered trust deed to the Commission.

Yours truly,

Usman Mahmood
Deputy Director

Cc: Assistant Director
Directorate of Industries
Trust Wing, 2nd Floor State life Building, No. 11,
Near Zainab Market, Saddar, Karachi

NIC Building, Jinnah Avenue, Blue Area, Islamabad.
Ph: +92[51] 9195486 UAN: +92[51] 111 117 327 (Ext:5298)

Annexure "C"

Approval of Trustee

CENTRAL DEPOSITORY COMPANY
OF PAKISTAN LIMITED
Head Office:
CDC House, 99-B, Block 'B'
S.M.C.H.S., Main Shahra-e-Faisal
Karachi - 74400, Pakistan.
Tel: (92-21) 111-111-500
Fax: (92-21) 34326021 - 23
URL: www.cdcpakistan.com
Email: info@cdcpak.com

CDC/T&C-UI/DH/306/2025
September 10, 2025

Mr. Mir Adil Rashid
Chief Executive Officer
HBL Asset Management Limited
7th Floor, Emerald Tower
G-19, Block 5, Main Clifton Road
Clifton, Karachi

Dear Sir

CONSENT TO ACT AS TRUSTEE

With reference to the captioned subject. While acknowledging the trust you showed in Central Depository Company of Pakistan Limited, we hereby confirm our willingness to act as Trustee of HBL Punjab Islamic Pension Fund to be managed by HBL Asset Management Limited.

Looking forward for a warm and growing relationship.

Yours truly

Atiqur Rehman
Head of Trustee & Custodial Services

ANNEXURE 'C-1'

Current Level of Front-end fee (Sale Charge)

Front-end fee (Sale Charge) (%)
Nil

Note: There shall be no sales charge payable in the event of the transfer of individual pension account from one Pension Fund Manager to another Pension Fund Manager.

Current Level of Remuneration of Pension Fund Manager

Pension Fund Manager shall be entitled to an accrued management fee within the limits of Total Expense Ratio as described below:

Total Asset Under Management (AUM) with a single Pension Fund Manager Relating to GoPb empolyees	**Maximum Total Expense Ratio excluding** Takaful **charges and government taxes and levies (as % of average daily net assets)**				Takaful **charges (as % of average daily net assets)**
	Money Market Sub-Fund	**Debt Sub-Fund**	**Equity Index Sub-Fund**	**Equity Active Sub-Fund**	
Upto PKR 10 billion	0.75%	0.75%	1.00%	1.75%	To be charged on actual basis to the employees accounts as per the limits and pricing mutually decided by parties.
Greater than PKR 10 billion upto PKR 20 billion	0.70%	0.70%	0.95%	1.70%	
Greater than PKR 20 billion upto PKR 30 billion	0.60%	0.60%	0.85%	1.60%	
Greater than PKR 30 billion	0.50%	0.50%	0.75% |	1.50%	

Provided further that the reduction in maximum limit for Total Expense Ratio excluding Takaful charges and government taxes and levies, contingent upon increase in AUM, shall be applicable to the aggregate AUM of a PFM relating to employees of the GoPb under the terms of this Agreement.

*As per the agreement between Pension Fund Manager and the Employer, the Pension Fund shall offer Takaful Policy to each Employee (after launch of the Fund) subject to the conditions agreed with the Employer.

Management shall disclose actual rate of management fee charged as percentage of net assets of Voluntary Pension Scheme in monthly Fund Manager Report.

Business Hours and Current Cut off Time

Transactions	Business Hours	Cut off Time
Application for issuance of units and Withdrawal of Units	Monday to Thursday 9:00 am to 5:30 pm Friday 9:00 am to 6:00 pm	Monday to Friday 9:00 am to 4:30 pm

The Cut-Off Time may vary from time to time as may be determined by the Pension Fund Manager, under intimation to the trustee and SECP and the same shall be communicated to the Employee(s) before such unit transactions shall be effectuated.

Note:

(a) Any change in the charges structure and/or management fee shall be notified after prior approval of the Commission through a supplemental.

(b) Any change in the Cut-off Timing including for the month of Ramadan shall be notified to Employee(s) via Company's Website.

ANNEXURE 'D'

Profile of Shariah Advisor

Al – Hilal Shariah Advisors (Pvt.) Limited, acts as the Shariah advisor to the Fund. Al Hilal is a corporate entity with a mandate to provide Islamic financial advisory services and is Pakistan's First and only Shariah advisory company. Shariah Supervisory Council of Al Hilal is composed of several renowned Shariah Scholars belonging to different schools of thought who are well versed in the field of Islamic Jurisprudence and Finance. Mufti Irshad Ahmad Aijaz sahib heads the Shariah supervisory council and would be acting as the lead Shariah advisor to this Fund.

Mufti Irshad Ahmad Aijaz – Chairman

Mufti Irshad Ahmad Aijaz is the chairman of the Shariah Supervisory Board of Al Hilal Shariah Advisors. Mufti Irshad has to his credit development of several Shariah Compliant financial structures and has been a pioneer in the Islamic banking industry. He is also on board of different committees formed by the State Bank of Pakistan for Islamization of the economy. Mufti Irshad completed his takhassus fil ifta from Jamia Dar ul uloom Korangi and has an MBA in finance from Iqra University.

Other Affiliations:

Bank Islami Pakistan – Chairman Shariah Board

Standard Chartered Bank – Member Shariah Board

Summit Bank – Member Shariah Board

Al – Baraka Properties, Australia – Shariah Advisor

AAOIFI – Member Shariah Standard Committee

SECP – Member Shariah Board

Wasil Micro Finance Group – Chairman Shariah Supervisory Board

ANNEXURE 'E'

Designated Outlets

Pension Fund Manager of the Fund is **HBL Asset Management Limited** and other information of the Fund can be collected from the address of the Pension Fund Manager available on www.**hblasset**.com or from the branches of the Pension Fund Manager / Investment Facilitators.